

4DD16-0007

**APPLICATION FOR DETERMINATION OF CH2, CH3 OR CH4 CATEGORY OF HISTORIC IMPORTANCE
TOWN OF FORT MYERS BEACH, FLORIDA**

The historic resources of the Town of Fort Myers Beach are preserved in accordance with its Comprehensive Plan and Land Development Code. Upon application, the Historic Preservation Board will evaluate the importance of structures/sites within the town's heritage and issue a determination of Category of Historic Importance (CHI) and assign historic plaques as follows:

CHI1 - Historic Designation: Assigned to historic and/or archaeological resources that meet the requirement standards for county, state and/or national registration. Subject to LDC Chapter 22, Article II, Division 3 and Division. Must use CHI1 petition form to apply.

CHI2 - Historic Recognition: Assigned to resources that meet the highest criteria of importance to the cultural, religious, educational, commercial, and tourism historical development and/or archaeological resources of the town. Use this form to apply.

CHI3 - Historic Significance: Assigned to resources that on an individual basis do not constitute a significant site, but do contribute to the overall significance of a district. Use this form to apply.

CHI4 - Historic Interest: assigned to areas and vistas that offer insight into understanding the history of the town, the lifestyle of its inhabitants, the historic use of its natural resources and trends in its development. Use this form to apply.

CONTACT INFORMATION FOR APPLICANT

NAME OF APPLICANT: Susan C. Dzyacky
 APPLICANT MAILING ADDRESS: 524 Pinehurst Lane, Schererville, IN 46375
 APPLICANT PHONE NUMBER: 219.313.8631
 APPLICANT EMAIL ADDRESS: sdzyacky@sbcglobal.net
 SIGNATURE: *Susan C. Dzyacky* DATE SUBMITTED: 8 / 22 / 2016

HISTORIC STRUCTURE, SITE OR RESOURCE

STREET ADDRESS OF SITE: 6500 Estero Blvd.
 STRAP NUMBER: 334624W30200000CE
 SUBDIVISION: N/A BLOCK NO: N/A LOT NO: N/A
 OWNERSHIP TYPE: ☒ Residential () Commercial () Church () School () Other (specify): _____
 HISTORIC NAME(S) FOR SITE (if known/applicable): Privateer of Ft. Myers Beach
 LEE COUNTY HISTORIC SURVEY NUMBER (if known/applicable): N/A
 PHOTO OF STRUCTURE OR SITE: Attach 4 x 6 photo of structure in the box below.



NOTE: PLEASE REFER TO BROCHURE TO ASSIST IN ANSWERING QUESTIONS AS NEEDED

AGE:

- a. YEAR STRUCTURE WAS BUILT: 1967 ARCHITECT: Nelson A. Faerber BUILDER: Arthur C. Scott Jr.
b. CURRENT CONDITION (check one): (X) EXCELLENT () GOOD () FAIR () DETERIORATED
c. INTEGRITY OF STRUCTURE (check one or more): (X) UNALTERED/ORIGINAL () REMODELED in year(s) _____
() RESTORED in year(s) _____ by _____

LOCATION/SETTING:

- a. INTEGRITY OF SITE: (X) STRUCTURE IS ON ORIGINAL SITE () STRUCTURE MOVED in year _____ from _____
b. SETTING: () CANALFRONT (X) BEACHFRONT () OTHER (describe) _____

FUNCTION:

- a. ORIGINAL USE: Condominium PRESENT USE: Condominium

ARCHITECTURAL STYLE/DESIGN:

- a. () FRAME VERNACULAR () POST/PILING HOME () BUNGALOW (circle type number) type 1 type 2 type 3 type 4
() MISSION () MEDITERRANEAN REVIVAL () COMMERCIAL VERNACULAR (X) OTHER Mid-Century Modern
b. NO. OF STORIES: 2 and 3 NO. OF PORCHES: _____

MATERIALS/WORKMANSHIP:

- a. STRUCTURE: () WOOD FRAME () BLOCK () COMBINATION WOOD FRAME/BLOCK (x) OTHER concrete
b. FOUNDATION: () PINE PILINGS () TREATED POSTS () SLAB (x) OTHER (describe) concrete footers with crawl space
c. EXTERIOR SIDING () VERTICAL/BOARD AND BATTEN () ASBESTOS SHINGLE () WOOD SHINGLE () HORIZONTAL SIDING
(X) STUCCO () OTHER _____
d. ROOF SHAPE: (X) FLAT () PITCH (state type) _____ MATERIAL: Asphalt and gravel
.....# OF DORMERS: N/A () WIDOW'S WALK () CUPOLA
e. WINDOW TYPES (check all that apply): (X) JALOUSIE () GROUPED WINDOWS () DOUBLE HUNG (X) SLIDING DOORS () OTHER
ORIGINAL EXTERIOR DETAILS: _____ () RAIN BARREL/CISTERN
f. ORIGINAL INTERIOR DETAILS: () SLASH PINE FLOORS () PINE PANELING () HISTORIC FIXTURES (x) OTHER Lanai
CHIMNEY: NUMBER: N/A MATERIALS: _____ FIREPLACE LOCATIONS IN STRUCTURE: N/A
g. ASSOCIATED WITH IMPORTANT PEOPLE OR EVENTS? () NO (X) YES (describe) See attachment

ARCHAEOLOGICAL RESOURCE:

- h. HAVE ARTIFACTS OR OTHER REMAINS BEEN FOUND ON THE SITE? (X) NO () YES (attach list/photos)
DO YOU HAVE REASON TO BELIEVE THERE ARE ARTIFACTS ON THE SITE? (X) NO () YES (explain)

FMSF ARCHAEOLOGICAL FORM COMPLETED? (X) NO () YES (please attach)

PHOTOGRAPHS, MAPS AND DESCRIPTIVE NARRATIVE:

If desired, please attach pages to explain the history of the structure/site as you know it, including copies of photographs, maps or articles that relate to its importance in the history of our town. Originals will NOT be returned to the applicant.

NUMBER OF PAGES ATTACHED BY APPLICANT: 47 pages.

Applicant: Do not write below this line

HPB DETERMINATION OF CATEGORY OF HISTORIC IMPORTANCE

DETERMINATION OF CATEGORY OF HISTORIC IMPORTANCE LEVEL: () CHI1 () CHI2 () CHI3 () CHI4

DATE OF DETERMINATION: ____/____/____

IMPORTANT AT COUNTY LEVEL? () YES () NO () LIKELY () INSUFFICIENT INFO

ELIGIBLE FOR NATIONAL REGISTRY? () YES () NO () LIKELY () INSUFFICIENT INFO

SUMMARY OF IMPORTANCE: (limit to six lines)

ARE DETERMINATION HEARING MINUTES ATTACHED? () YES () NO (State reason): _____

SIGNATURE OF HPB/TOWN REP: _____ TITLE: _____



The Privateer of Fort Myers Beach, Inc.
6500 Estero Boulevard
Fort Myers Beach, FL 33931

Date: August 22, 2016

Historic Preservation Board
Town of Fort Myers Beach Florida
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

Re: The Privateer of Fort Myers Beach Inc. Application for Historic Importance

Dear Town of Fort Myers Beach Historic Preservation Board Members and Historic Advisory Committee:

The Privateer of Fort Myers Beach, Inc. submits this application for historic importance to determine an award for the Town's plaque program. The following information summarizes the Privateer history.

Background

Dated September 27, 2013 Josh Overmyer Planning Coordinator of Town of Fort Myers Beach, identified in a memorandum to LPA/HPB, the Privateer as the first high rise on the island, and places our condominium in category CH12 (page 15, #24). It was from this list, my conversation with Matt Noble, Principle Planner of Fort Myers Beach on February 4, 2016, his introduction and Joanne Shamp's presentation to the Privateer Board on March 15, where I was encouraged to submit an application for Historic Recognition.

Sources of Information

In 1992, the family of William E. Cook donated an Abstract of Title, prepared by Moseley Title and Abstract Co. (1802 Broadway Fort Myers Fl. Lee County 33901) to the president of the Privateer's Board. The outcome of this title search resulted in a book of copied Lee County public records. The title search identified the parcel of Privateer property on the island, and the persons associated with the property transactions. On page three of this narrative lists pertinent copies of these transactions included in this packet.

To aid this application, over a period of three years, in addition to my own search for official records, I held telephone conversations and/or email exchanges with the following persons: Frances Santini, niece of Leonard Santini, son of the original Privateer owner Aaron Johnson and daughter Dianne Johnson, Betty Simpson a well-established Real Estate agent on the island, personnel from Lee County Clerk office of Fort Myers, and Lee County Sherriff Mike Scott.

Sale of Property and Association with Important People

Leonard and his wife Nellie Santini, once the biggest landowners in southwest Florida, purchased parcels of property in the southern half of the island in the 1940's. Florida official records indicate that he and his wife purchased the property on which the Privateer stands in May 1964. In July of the same year, Nelson A. Faerber, a distinguished and prominent architect from Naples, drafted the original design that embodies distinctive characteristics known as Mid Century Modern in southwest Florida for the Privateer.



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On or about April 12, 1967 Aaron W. Johnson purchased a parcel of property from the Kent Corporation (represented by Russ Miller which is now inactive), from whom Leonard Santini originally made the purchase. By June of 1967, Aaron W. Johnson filed for Enabling Declarations of Covenants, Restrictions, Limitations, Conditions and uses Creating and Establishing a Plan for the Privateer.

The February 1969 plot plan by Duane Hall & Associates Engineering and Land Surveyors Company of Fort Myers, Florida, reflects the current Privateer condominium with 48 units. Tri Power Realtor Client Detail of Fort Myers Beach report lists building "A" built in 1967. Lee County Clerk Records/Property search indicates buildings "A, C and D," were built in 1967 and subsequent buildings "E, F, G" completed in 1968 and building "H" completed in 1969. Authors Rolfe Shell of *History of Fort Myers Beach* and Jean S. Gottlieb of *Coconuts & Coquinas-Island Life on Fort Myers Beach 1920-1970* include in their books the Privateer, as the first condominium on the island.

The Lee County Clerk office informed me that permitting practices were not as rigorous in the 60's as they are today, and that due to retention guidelines; do not keep on file the record of permits /or notice of commencement longer than ten years to identify all the contractors who may have secured a permit for work at the Privateer.

While Lee County Clerk office online official records reveal transactions of property and warranty deeds at the Privateer from August through December of 1967 (i.e., Book 419 page 786, Book 428 page 317, Book 435 page 593, Book 437 page 444, Book 438 page 455, Book 438 page 453, Book 438 page 551, and Book 489 page 126), it is also from our Abstract of Title, prepared by Moseley Title and Abstract Co. in which we have the record of one of the known, licensed general contractors for the Privateer. His name is Arthur C. Scott Jr. who secured a Notice of Commencement permit for improvement to the Privateer Condominium on December 28, 1967.

To coincide with the two page Privateer on the Gulf Brochure, our minutes from the Privateer Board meeting of March 10, 1969 indicate all buildings A, C, D, E, F, and G were completed, except building "H," at which time approved to pursue construction. Board President Paul Moushey of the Privateer secured a Notice of Commencement permit on July 15, 1969 for the construction of a cement slab retaining wall.

The Privateer is located on the beach with immediate access to the Gulf of Mexico, the widest part of Fort Myers Beach with unobstructed views of sunsets year around.

Modernization and Safety

Due to age, wear, and safety of owners, renters and guests, the lanai railings were replaced. In order to comply with modern building codes while preserving the architectural esthetics of the property, the Privateer contracted with Studio 2 Architects of Naples, Florida to provide us with code-compliant designs to preserve the Mid Century Modern architectural style. Their design was accepted by a majority vote of owners, with installation in the spring of 2015.



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Documentation of Public Records and Photos

To accompany this narrative I have included: the Town of Fort Myers Beach two page application form- Determination of CH2, CH3, CH4 category of Historic Importance, and listed here the pertinent documented pages and photos attached to this application.

A. Age-Official Records of Historical Property Ownership and Developer

1. *May 28, 1964* official records of Lee County Book 257 page 804, documents the transaction of Indenture Warranty between Leonard and Nellie Santini and the Kent Corporation, witnessed by Daisy Santini. The location of land is: "a lot or parcel of land lying between Estero Blvd and the Gulf of Mexico in Sections 33 and 34, Township 46 south, Range 24 East, Estero Island, Lee County Florida..."
2. *July 1, 1964* dates and documents the property deed to Leonard Santini: "This Mortgage Deed," dated in Florida official records Book 257 pages 805, 806 and 807 (2 pages).
3. *July 1-September 1964* copy of this site plan indicates that Santini initiated a contract with architect Nelson Faerber to design the Privateer (3 pages). The owner and developer Aaron Johnson fulfilled the design in 1967.
4. *April 12, 1967* dates and documents a Warranty Deed cited in Florida official records, that Leonard Santini completed a parcel of property transaction with A.W. Johnson. Book 404 page 557-Kent Corporation and Aaron Johnson "a lot or parcel of land lying between Estero Blvd and the Gulf of Mexico in Sections 33 and 34, Township 46 south, Range 24 East, Estero Island, Lee County Florida...."(I refer you the lower half this page that corresponds to the information titled "This Mortgage Deed," stating "subject further to that certain mortgage from Kent Corporation of Fort Myers, a Florida Corporation to Leonard Santini dated July 1, 1964 as record in official records Book 257, page 805 of public records of Lee County Florida the current principle balance of which is approximately \$73,662.12 which grantee hereby agrees to pay)." Continuation from Book 404 page 558.
5. *April 12, 1967* the Kent Corporation completed a Warranty Deed with Aaron W. Johnson (2 pages).
6. *April 1967* Duane Hall & Associates completed a certificate of the Privateer Plot Plan for Aaron Johnson (6 pages).
7. *June 5, 1967* Aaron Johnson and wife Edna secured a Warranty Deed on property of 6500 Estero Boulevard (1 page).
8. *June 5, 1967* Aaron Johnson filed with Lee County Clerk office, Enabling Declarations of Covenants, Restrictions, Limitations, Conditions, and uses creating and establishing a plan. Book 414, page 32 (5 pages).
9. *June 1967* copy of The Privateer on the Gulf Brochure of units (2 pages).



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10. *June 1967* copy of The Privateer Condominium Apartments Brochure (1 page).
11. *December 28, 1967* Arthur C. Scott, a licensed General Contractor secured a Notice of Commencement for The Privateer Condominium (1 page).
12. *July 15, 1969* Paul Moushey, Board President of the Privateer secured a Notice of Commencement for Sea Wall (1 page).
13. *February 1969* Duane Hall & Associates completed a supplement Privateer Plot Plan (1page).
14. *1969 early 70's* photo of an aerial view of the Privateer (1 page).

B. Biography of Architect/Architectural Design

1. An online search revealed this information about the Privateer architect Nelson A. Faerber. Born May 11, 1927 and died November 11, 2004 in Naples, Florida. Nelson Faerber's legacy includes: Baroni's Restaurant, St. Ann Catholic Church, Trail ways Building, Centipede House, Octagon House, Collier County Government Center, Horizon House, and many private residences, condominiums, commercial and government buildings in the Naples area. For a full architectural biography <http://www.mcmo-swfl.com/bio/Faerber.html>

C. Associated with Important People or Events Document

1. *May 25, 1966*. An affidavit by Leonard Santini, who was duly sworn by to law, stated he was acquainted with Hugh Mc Phie (one of three, first homesteaders on the island) during his lifetime. Official records, Lee County, Florida, Book 390, and Clerk's file number 408529.
2. Leonard Santini was born in 1884 and died July 1979. Leonard grew up in Chokoloskee Island and then came to Lee County in 1908. As years past, Santini purchased and developed land on Fort Myers Beach. By the 1940's, he purchased the southern half of the island, including the parcel of property of the Privateer in 1964. In 1969, he was also the developer for the 6-story mid-rise Leonardo Arms and a few years later, the Santini Plaza.
 - Photo of Leonard Santini (right side) provided by Town of Ft. Myers Beach (J. Shamp) via Estero Historical Society.
3. Aaron Johnson was born in 1901 and died November of 1994. Originally, from West Bend Wisconsin, he came upon Ft. Myers Beach in the early 60's as an investor/entrepreneur/property developer. He and his wife Edna purchased the property of the Privateer in 1967. The August 2012, Island Sand Paper article "Another Legend," issue 602, sites the many achievements and contributions he made on the island including an award titled "Man of the Year," from Fort Myers Beach Kiwanis Club.
 - Photo of Aaron Johnson and wife Edna, provided by Town of Ft. Myers Beach (J. Shamp) via Estero Historical Society.



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4. Arthur C. Scott Jr. was a licensed General contractor for some of the buildings at the Privateer. His son Mike Scott is the Sheriff of Lee County, Florida. The March 11, 2016, Island Sandpaper article "Great Scott" features Mike Scott. The two page article highlights Mike Scott and he gives personal reference to his father "my late Dad had a small construction company and he hooked up with two early beach developers Bob Davis and Aaron Johnson. Dad helped build the original Pink Shell, the Gulf view shops and many of the original cottages on Estero Blvd...."

In behalf of the Privateer, we appreciate your consideration of our application for Historic Importance.

Regards

Susan Dzyacky, Privateer Communications Committee
219-313-8631
sdzyacky@sbcglobal.net

270.00

79.00 OFF

2 14

WARRANTY DEED - Subsequent Form 352056

257

Quit DeedMade this 26th day of May, A. D. 1964
Between

LEONARD SANTINI, joined by his wife, NELLIE SANTINI,

of the County of Lee in the State of Florida
part les of the first part, and YEN CORPORATION OF FORT MYERS, a Florida corporation,
whose correct postoffice address is: P. O. Box 798, Naples, Floridaof the County of Collier in the State of Florida
part 2 of the second part.

Witnesseth, that the said part 1 of the first part, for and in consideration of the sum of TEN (\$10.00) Dollars, to them in hand paid by the said part 2 of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said part 2 of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of Lee State of Florida, to wit:

A lot or parcel of land lying between Estero Boulevard and the Gulf of Mexico in Sections 33 and 34, Township 46 South, Range 21 East, Estero Island, Lee County, Florida which lot or parcel is described as follows: Beginning at a point on the westerly side of Estero Boulevard, said point being 1,440 feet (measured along a line perpendicular to the south line of Block 1, McPhie Park, Unit No. 2 according to plat recorded in Plat Book 8 at page 59 of the public records of Lee County, run southeasterly along the southwesterly line of said Estero Boulevard for 202.08 feet; thence run southwesterly parallel with said south line of Block 1 for 490 feet more or less to the waters of the Gulf of Mexico; thence run northwesterly along said waters to an intersection with a line parallel with and 1440 feet (measured along a line perpendicular to said Block 1) southeasterly of said Block 1, passing through the point of beginning; thence run northeasterly along said parallel line to said southwesterly line of Estero Boulevard and the point of beginning.

And the said part 2 of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part 1 of the first part have hereunto set their hand and seal, the day and year first above written.
Signed, Sealed and Delivered in Our Presence:

Leonard Santini (LS)
Nellie Santini (NS)
STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD

this 16th Day of June 1964, Record in O.P.
Book 257 Page 164 and Record Verified
G. T. FARMER By E. J. Santini
Clerk Circuit Court Deputy Clerk

State of Florida,
County of LEE

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

LEONARD SANTINI and NELLIE SANTINI

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers,
County of Lee and State of Florida, this 27th day of May, A. D. 1964.

Debra J. Santini
Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12 31 1967
BOOKED RECORDING FILED IN 1967



302087

OFF: 257 805

Ohio Mortgage Book

Executed the 1st FORT MYERS day of July 1964
 KENT CORPORATION OF, a Florida corporation

hereinafter called the Mortgagor, to LEONARD SANTINI
 Received \$ 73,800.00 in payment of Taxes due
 on Class C Intangible Personal Property, pursuant
 to Chapter 20724, Laws of Florida, Acts of 1941.
 By DAWSON McDANIEL
 Tax Collector, Lee County, Florida

hereinafter called the Mortgagee.

WITNESSETH, That for divers good and valuable considerations, and also in consideration of the sum named in the promissory note of even date herewith, hereinafter described, the Mortgagor does grant, bargain, sell, convey, remise, release, convey and confirm unto the Mortgagee in fee simple, all the certain tract of land of which the Mortgagee is now seized and possessed, and in actual possession, situate in Lee County, State of Florida, described as follows:

A lot or parcel of land lying between Estero Boulevard and the Gulf of Mexico in Sections 22 and 24, Township 16 South, Range 24 East, Estero Island, Lee County, Florida, which lot or parcel is described as follows: Beginning at a point on the westerly side of Estero Boulevard, said point being 1,140 feet (measured along a line perpendicular to the south line of Block 1, McPhie Park, Unit No. 2 according to plat recorded in Plat Book 8 at page 59 of the public records of Lee County, run southeasterly along the southwesterly line of said Estero Boulevard for 202.08 feet; thence run southwesterly parallel with said south line of Block 1 for 490 feet more or less to the waters of the Gulf of Mexico; thence run northwesterly along said waters to an intersection with a line parallel with and 1140 feet (measured along a line perpendicular to said Block 1) southeasterly of said Block 1, passing through the point of beginning; thence run northeasterly along said parallel line to said southwesterly line of Estero Boulevard and the point of beginning.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances, unto the Mortgagee in fee simple.

AND the Mortgagee does covenant with the Mortgagor: that the Mortgagee is indefeasibly seized of said land in fee simple; that the Mortgagee has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that the Mortgagee will make such further covenants to perfect the fee simple title to said land in the Mortgagee as may reasonably be required and that the Mortgagee does hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if the Mortgagee shall pay unto the Mortgagor the certain promissory note, which the following in words and figures is a true copy, to wit:

\$ 73,800.00

Fort Myers, Florida, July 1st, 1964

The undersigned jointly and severally promise(s) to pay to the order of

LEONARD SANTINI

SEVENTY-THREE THOUSAND EIGHT HUNDRED----- Dollars

for value received, with interest from 1964 until paid on the balance remaining unpaid on principal from time to time at the rate of 6 1/2% per cent. per annum, payable annually; and all costs and a reasonable attorney's fee if this note is placed in the hands of an attorney for collection. Both principal and interest payable at The First

National Bank and Trust Company, Fort Myers, Florida. The makers and endorsers severally waive presentment for payment, protest and notice of protest and non-payment. If any installment hereof shall not be paid when due, then, at the option of the holder, the whole sum then remaining unpaid shall forthwith become due and payable. The principal of this note shall be payable as follows: \$7,380.00 payable on January 4th, 1965 (together with accrued interest at such time); \$10,000.00 payable on the 4th day of January in each of the years 1966, 1967, 1968, 1969, 1970 and 1971; and \$6,420.00 payable on January 4th, 1972. Maker reserves the right of prepayment without penalty except that no prepayment may be made during the calendar year 1964 unless the entire balance both principal and interest shall be paid on this note, or principal and interest so paid, when taken together with the down payment of the sale of the land encumbered hereunder, shall not exceed \$26,100.00.

(CORPORATE SEAL)

ATTEST:

KENT CORPORATION OF FORT MYERS
 By William M. McDaniel (Seal)
 Secretary

OFF: 257 - 800

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

AND the Mortgagee, hereby does covenant and agree with the Mortgagee:

1. That all covenants hereof shall be binding upon, and inure to the benefit of, the Mortgagee and the Mortgagee, and their respective heirs, legal representatives, successors and assigns; that the singular number will be construed to mean the plural, and the masculine gender to be the feminine or the neuter, when the context shall so require.

2. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

3. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and if the same be not promptly paid, the Mortgagee may at any time pay the same without waiting or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per cent. per annum.

4. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagee to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of six per cent. per annum.

5. To keep the building, now or hereafter on said land insured against fire and windstorm risks in a sum not less than the full insurable value thereof in a company or companies to be approved by the Mortgagee, and the policy or policies to be held by and payable to the Mortgagee; and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagee to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and the Mortgagee may place and pay for such insurance or any part thereof, without waiting or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of six per cent. per annum and be secured hereby.

6. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

7. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

8. If any of said sums of money herein referred to be not promptly and fully paid within thirty days next after the same severally becomes due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Mortgagee as fully and completely as if the said aggregate sum mentioned in said promissory note was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

9. That the rents, issues and profits of said property are hereby expressly pledged to the Mortgagee as a part of the security for said mortgage debt, and, in the event of default hereunder the Mortgagee consents to the appointment of a receiver.

10. That this is a purchase money mortgage.

MORTGAGE RELEASE CLAUSE:

If Mortgagor shall not otherwise be in default on this mortgage, the Mortgagor shall, upon payment of the sum of \$26,900.00 on principal of this mortgage, be entitled to a release of the Southeastery one-half of (CONTINUED ON THE REVERSE SIDE HEREOF)

IN WITNESS WHEREOF, The Mortgagor has caused this instrument to be properly executed the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature]
[Signature]

KENT CORPORATION OF FORT MYERS
 BY *[Signature]* President
 ATTEST: *[Signature]* Secretary

STATE OF FLORIDA

County of *[Signature]*

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WILLIAM M. SHARP and EARL L. FRYE, as President and Secretary, respectively, of KENT CORPORATION OF FORT MYERS, a Florida corporation,

to me well known and known to me to be the individuals described in and who executed the foregoing mortgage deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 7 day of July, 1964

My Commission Expires

(NOTARY'S SEAL)

Notary Public

OFF: 257 REC: 807

(CONTINUATION OF MORTGAGE RELEASE CLAUSE)

the lands encumbered herein; provided, however, that if such release shall be sought during the calendar year 1964, Mortgagor shall pay to Mortgagee a sum which together with the down payment on the sale of the lands encumbered herein and any interest so paid shall not exceed the sum of \$26,100.00. The difference between the additional principal paid on this mortgage and the sum of \$36,900.00 shall be due and payable to the Mortgagee on January 1st, 1965 and in default of such payment, this mortgage shall be deemed to be in default. The description for such released land shall be prepared by Johnson-Hall & Associates, Inc., Fort Myers, Florida, and the cost of securing such release shall be borne by the Mortgagor.

STATE OF FLORIDA, COUNTY OF LEE

FILED FOR RECORD

This 10th Day of July 1964 Record in Book 257 Page 805 and Record Verified.
D. T. FARABEE By E. J. [Signature]
Clerk Circuit Court Deputy Clerk



SHEPARD & WOOLSLAW
Attorneys at Law
Fort Myers, Florida

Mortgage Given

TO

See Hays

THE KENT CORPORATION TRANS.
TO AARON W. JOHNSON, INC.
PRIVATER CLUB

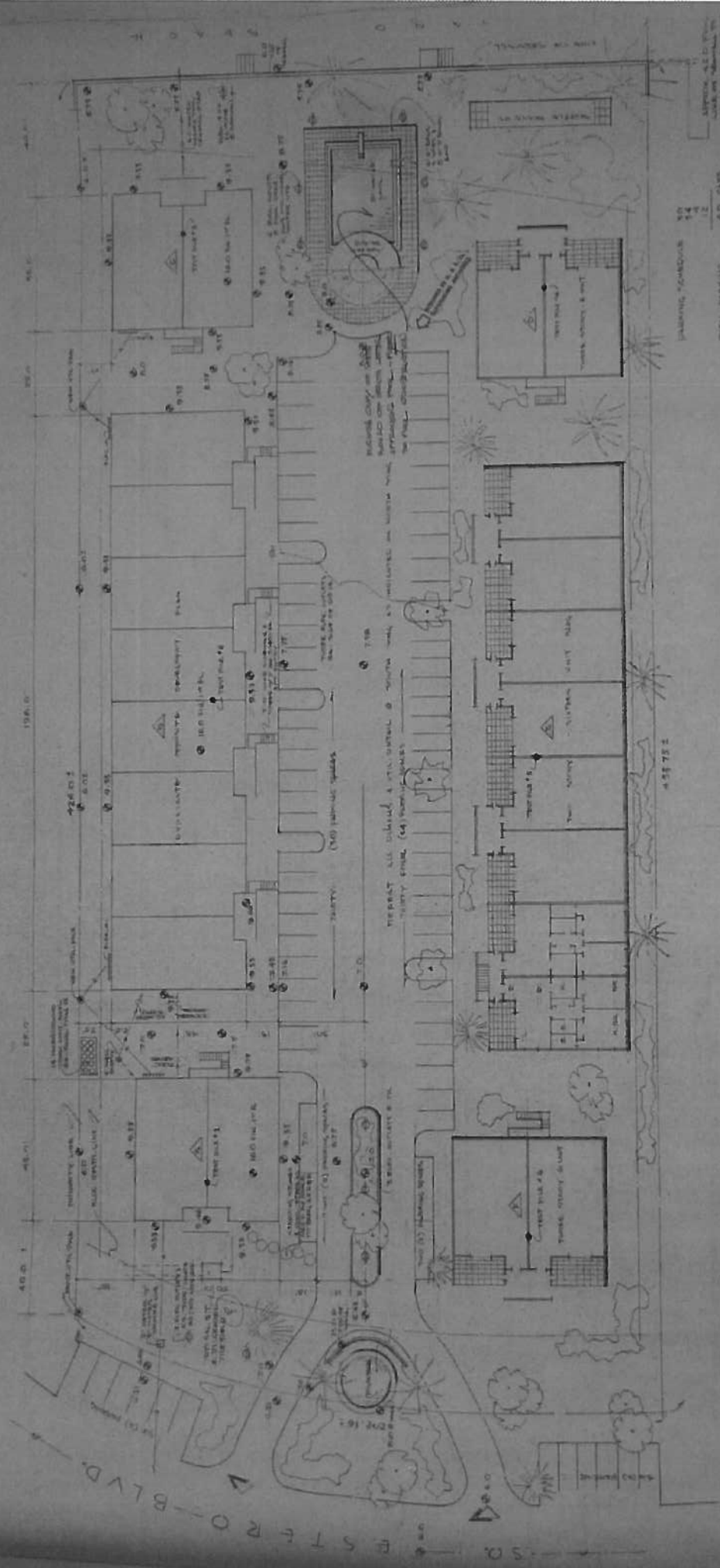
CO-OP. APARTMENT DEVELOPMENT

ON THE GULF OF MEXICO
FORT MYERS BEACH, FLORIDA



A R C H I T E C T

neilson a. faerber a.i.g.
NAPLES / ON THE GULF, FLORIDA



DEVELOPMENT SITE PLAN

SCALE 1/4" = 1'-0"

PLANNING, DESIGN & CONSTRUCTION
 1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTER OF THE BUILDING OR TO THE CENTER OF THE LOT.
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NOTE: ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTER OF THE BUILDING OR TO THE CENTER OF THE LOT.

NOTE: ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTER OF THE BUILDING OR TO THE CENTER OF THE LOT.

APPROVED FOR THE CITY OF LOS ANGELES
 DEPARTMENT OF PLANNING AND DEVELOPMENT
 OFFICE OF THE CITY PLANNING COMMISSIONER
 125 N. GILBERT ST., 12TH FLOOR, LOS ANGELES, CALIF. 90012

DATE: 10/1/64

PROJECT: COOPERATIVE APARTMENT DEVELOPMENT

OWNER: [Name]

ARCHITECT: [Name]

ENGINEER: [Name]

PROPERTY SITE PLAN

1

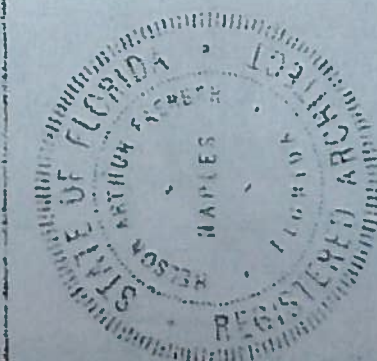
NOTE:

ARCH'T. RESERVES RIGHT TO MAKE ONE SHIFT IN BLDG. LAYOUT AFTER CORNER STAKES HAVE BEEN PLACED

2

NOTE:

ALL SITE DIMENSIONS REFER TO SURVEY DATED MAY 19, 1964 OF GULF PARCEL SECT. 33-34, T46S., R-24E. ESTERO ISL. LEE CTY., FLA.



COOPERATIVE APARTMENT DEVELOPMENT

Nelson A. Jacober
ARCHITECT

NAPLES

VERIFY ALL DIRECTIONS & CONDITIONS AT THE SITE

LOT BLOCK SCALE 1/16" = 1'-0"

PROPERTY SITE PLAN

64-115

DRAWN	DATE	REVISION	REVISION
NAP	7-1-64	7-20-64	8-10-64
CHECKED			

433705

RE 404 MC 557 D

WARRANTY DEED
FROM CORPORATION.

RANGE FORM 40

Warranty Deed

This Indenture, Made this 12th day of April . A D 19 67 .

Between KENT CORPORATION OF FORT MYERS . a corporation
existing under the laws of the State of Florida . having its principal place of
business in the County of Lee and State of Florida
and lawfully authorized to transact business in the State of Florida, party of the first part, and

AARON W. JOHNSON
whose address is: 384 Estero Boulevard, Fort Myers Beach

of the County of Lee and State of Florida

part y of the second part Witnesseth:

That the said party of the first part, for and in consideration of the sum of
TEN (\$10.00) ----- Dollars,
to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted,
bargained and sold to the said party of the second part here and assigns forever, the following described
land situate, lying and being in the County of Lee and State of Florida, to-wit:

A lot or parcel of land lying between Estero Boulevard and the
Gulf of Mexico in Sections 33 and 34, Township 46 South, Range 24
East, Estero Island, Lee County, Florida, which lot or parcel is
described as follows: Beginning at a point on the westerly side
of Estero Boulevard, said point being 1,140 feet (measured along
a line perpendicular to the south line of Block 1, McPhis Park,
Unit No. 2 according to plat recorded in Plat Book 8 at page 59
of the public records of Lee County, run southeasterly along the
southwesterly line of said Estero Boulevard for 202.08 feet; thence
run southwesterly parallel with said south line of Block 1 for
490 feet more or less to the waters of the Gulf of Mexico; thence
run northwesterly along said waters to an intersection with a
line parallel with and 1140 feet (measured along a line perpen-
dicular to said Block 1) southeasterly of said Block 1, passing
through the point of beginning; thence run northeasterly along
said parallel line to said southwesterly line of Estero Boulevard
and the point of beginning. Including all improvements thereon
and furnishings and fixtures therein.

SUBJECT TO easements, restrictions and reservations of record and
taxes subsequent to the calendar year 1966.

SUBJECT FURTHER to that certain mortgage from KENT CORPORATION OF
FORT MYERS, a Florida corporation, to LEONARD SANTINI, dated July
1, 1964, as recorded in Official Records Book 257, page 805, of the
Public Records of Lee County, Florida, the current principal balance
of which is approximately \$73,662.12, which grantee herein assumes
and agrees to pay.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

(Corporate
Seal)

In Witness Whereof, the said party of the first
part has caused these presents to be signed in its name by
its proper officers, and its corporate seal to be affixed, attest-
ed by its secretary, the day and year above written.

KENT CORPORATION OF FORT MYERS

Signed, sealed and delivered in presence of us:

Will Pedersen
Jacin J. Brown

W. J. Johnson
President

AARON W. JOHNSON and his wife
EDNA S. JOHNSON, of the County
of Lee, Florida,

to

AARON W. JOHNSON, INC., a
Florida corporation, 6500
Estero Boulevard, Fort Myers
Beach, of the County of Lee,
Florida.

WARRANTY DEED

Dated June 5, 1967
Filed June 15, 1967

O. R. Book 414, page 30
Clerk's File #439048
\$10.00 and O.G. & V.C.

Granted, bargained and sold:

Grantee and grantee's heirs and assigns forever:

The following described land, situate, lying and being in Lee County,
Florida, to-wit:

A lot or parcel of land lying between Estero Boulevard and the Gulf of Mexico in Sections 33 and 34, Township 46 South, Range 24 East, Estero Island, Lee County, Florida, which lot or parcel is described as follows: Beginning at a point on the westerly side of Estero Boulevard, said point being 1,140 feet (measured along a line perpendicular to the south line of Block 1, McPhie Park, Unit No. 2 according to plat recorded in Plat Book 8 at page 59 of the Public Records of Lee County), run southeasterly along the southwesterly line of said Estero Boulevard for 202.08 feet; thence run southwesterly parallel with said south line of Block 1 for 490 feet more or less to the waters of the Gulf of Mexico; thence run northwesterly along said waters to an intersection with a line parallel with and 1140 feet (measured along a line perpendicular to said Block 1) southeasterly of said Block 1, passing through the point of beginning; thence run northeasterly along said parallel line to said southwesterly line of Estero Boulevard and the point of beginning.

Signed and sealed. Four witnesses.

Acknowledged by AARON W. JOHNSON, ___ before a Notary Public of the County of Lee, Florida, on June 5, 1967. N. P. SEAL. Commission expires April 21, 1969.
Acknowledged by EDNA S. JOHNSON, ___ before a Notary Public of the County of Washington, Wisconsin, on June 2, 1967. N. P. SEAL. Commission expires Jan. 31, 1971.

DESCRIPTION OF COMMON ELEMENTS OR UNIT AREAS

The land encompassed by the property description

all parts of the improvements not included in the description

Common elements are the concrete, steel, plumbing and other building for the purpose of furnishing utility services to the apartment units.

An individual apartment is every portion of an apartment unit which is to be occupied by one or more persons.

The building is the building of which services to more than one unit are to be common elements.

The property and improvements are situated in the county of Lee, Florida.

The building is situated in the county of Lee, Florida.

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EXHIBIT B PAGE 1

THE PRIVATEER OF FORT MYERS BEACH, INC., A CONDOMINIUM SECTIONS 33 & 34, TOWNSHIP 46 SOUTH, RANGE 24 EAST ESTERO ISLAND LEE COUNTY, FLORIDA

SCALE: 1"=30' APRIL 1967
SHEET 1 OF 6 SHEETS

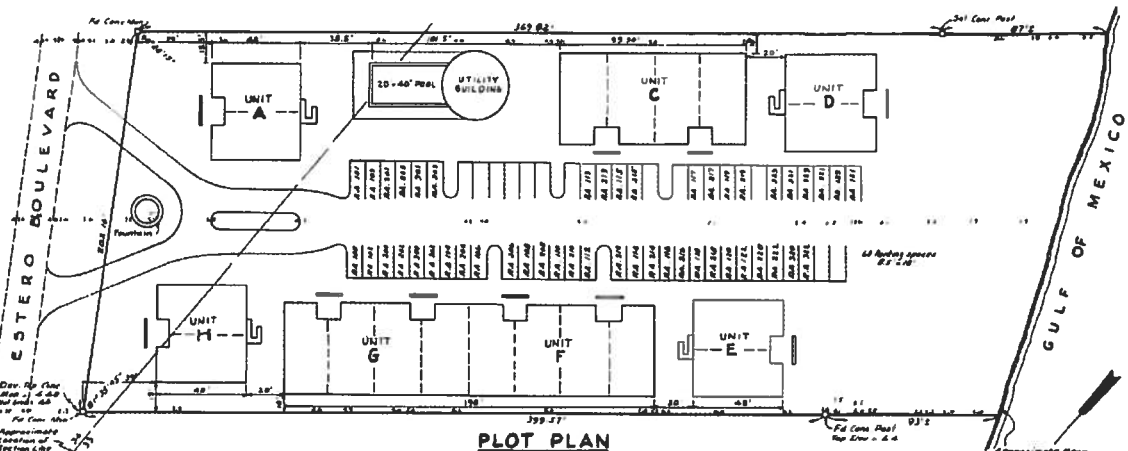
DUANE HALL & ASSOCIATES
SUITE 3, VILLAS PLAZA
FORT MYERS, FLORIDA

OR 414/32 11-70 CONDOMINIUM PLAT BOOK 1, PAGE 139

OR 414-AP-60 DESCRIPTION

A lot or parcel of land lying between Estero Boulevard and the Gulf of Mexico in Sections 33 and 34, Township 46 South, Range 24 East, Estero Island, Lee County, Florida, which lot or parcel is described as follows:

Beginning at a point on the westerly side of Estero Boulevard and about 100 feet measured along a line perpendicular to the South line of Block "1" of the 1918 Plats, Unit No. 2, according to plat recorded in Plat Book 1, page 22 of the public records of Lee County, run South easterly, along the Southwesterly line of said Estero Boulevard for 200.00 feet; thence run North westerly, parallel with said South line of Block "1" for 100 feet; more or less, to the westerly side of the Gulf of Mexico, thence run North westerly along said line to an intersection with a line parallel with said 100 feet measured along a line perpendicular to said Block "1" westerly side of said Block "1", passing through the point of beginning; thence run Northwesterly along said line to the intersection with the line of Estero Boulevard and the point of beginning.



PLOT PLAN

Scale: 1"=30'

NOTES

These "Surveyor's Plans" made as they appear to be correct, and compiled from plans and data furnished by Duane Hall & Associates, the architect and may be subject to revision by Duane Hall & Associates at any time.

Dimensions shown on sheets A through H for apartment areas include openings between doors or other openings in the building serving only the apartment being described, the entire apartment unit and where it does not include another apartment.

The upper boundaries of the floor apartment units shall be the place of the upper boundaries of the roof structure. The upper boundaries of apartment units shall be the upper boundaries of the roof structure. The upper boundaries of apartment units shall be the upper boundaries of the roof structure.

Only apartment areas as set forth above are intended by the preliminary plan. Other areas are shown for reference only. The dimensions shown herein are given for actual construction and are subject to slight variations which may occur during construction.

Dimensions shown are in feet unless otherwise noted.

Parking areas and driveway depicted parcel. Individual parking spaces are 8.5' x 10'.

GROUND FLOOR APARTMENT - Lower Boundary Elevation 9.00
Upper Boundary Elevation 17.15

SECOND FLOOR APARTMENT - Lower Boundary Elevation 17.15
Upper Boundary Elevation 26.50

THIRD FLOOR APARTMENT - Lower Boundary Elevation 26.50
Upper Boundary Elevation 35.75

CERTIFICATION

These "Surveyor's Plans" and exhibits together with the plat of the subdivision are a correct representation of the subdivision as shown and described in the plat of the subdivision.

DUANE HALL & ASSOCIATES

Registered Surveyors in the State of Florida

DUANE HALL & ASSOCIATES

Registered Surveyors in the State of Florida

OR 414 Apts 61

EXHIBIT B
PAGE 2

07-218/31-10-10

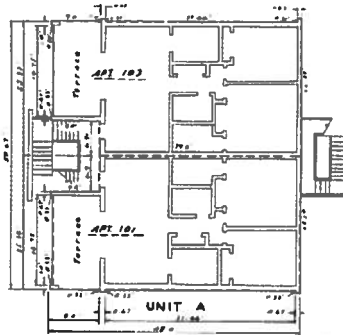
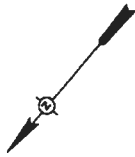
CONDOMINIUM PLAT BOOK 1, PAGE 34

OR 414 Apts 62

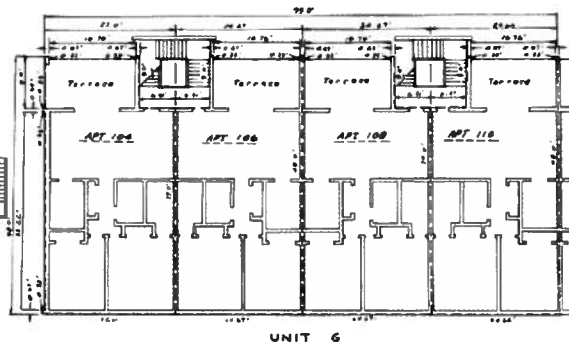
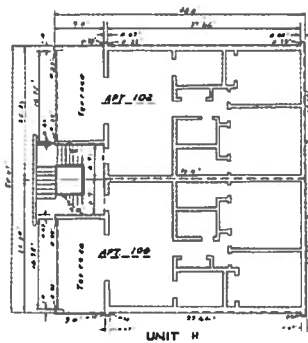
THE PRIVATEER

OF FORT MYERS BEACH, INC., A CONDOMINIUM
SECTIONS 33 & 34, TOWNSHIP 48 SOUTH, RANGE 24 EAST
ESTERO ISLAND
LEE COUNTY, FLORIDA

SCALE 1"=10' APRIL 1967
SHEET 2 OF 6 SHEETS
DUANE HALL & ASSOCIATES
SUITE 3, VILLAS PLAZA
FORT MYERS, FLORIDA



FIRST FLOOR



OR 414 Pg 63

EXHIBIT B
PAGE 3

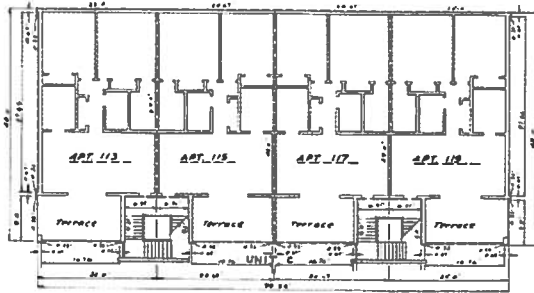
OR 414 Pg 64

CONDOMINIUM PLAT BOOK 1, PAGE 135
OR 414 Pg 64

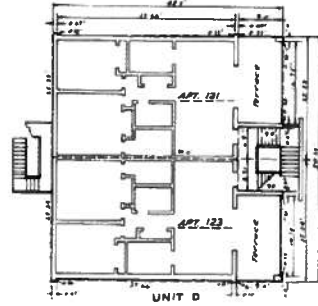
THE PRIVATEER

OF FORT MYERS BEACH, INC., A CONDOMINIUM
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ESTERO ISLAND
LEE COUNTY, FLORIDA

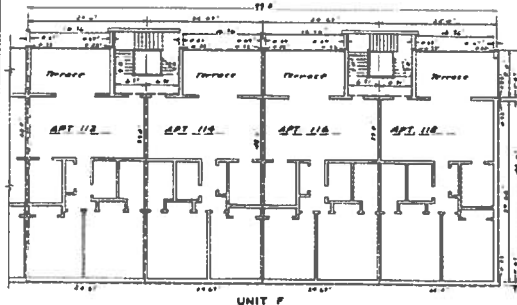
SCALE 1"=10'
APRIL 1967
SHEET 3 OF 6 SHEETS
DUANE HALL & ASSOCIATES
SUITE 3, VILLAS PLAZA
FORT MYERS, FLORIDA



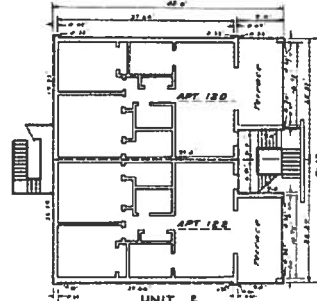
FIRST FLOOR



UNIT D



UNIT F

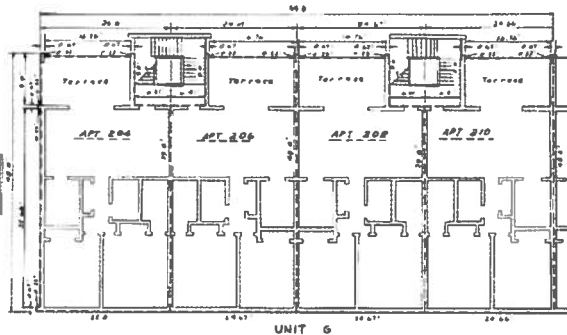


UNIT E

SCALE 1"=10' APRIL 1967
SHEET 4 OF 6 SHEETS
DUANE HALL & ASSOCIATES
SUITE 3, VILLAS PLAZA
FORT MYERS, FLORIDA

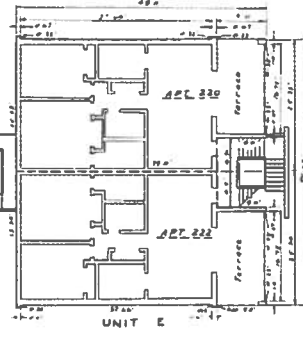
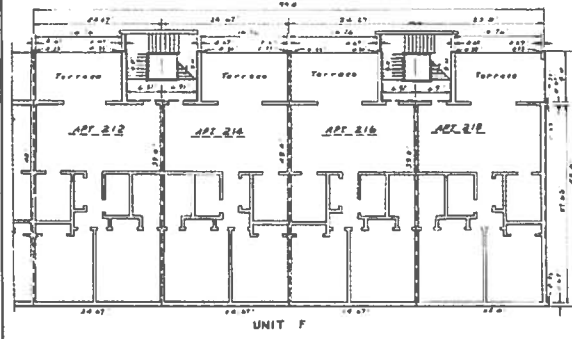
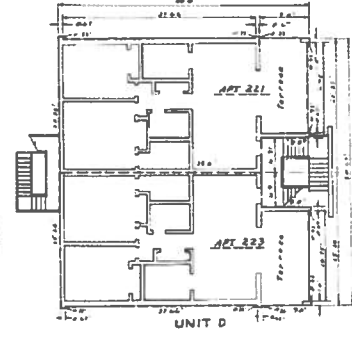
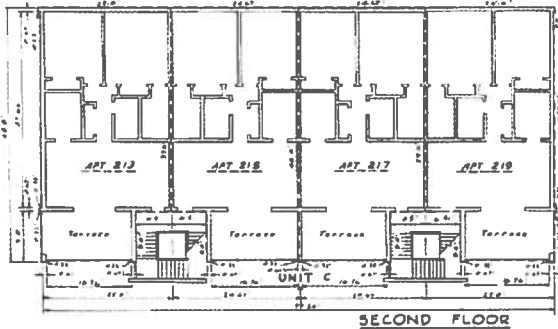
DUANE HALL & ASSOCIATES
SUITE 2, VILLAS PLAZA

SUITE 3, VILLAS PLATA
FORT MYERS, FLORIDA



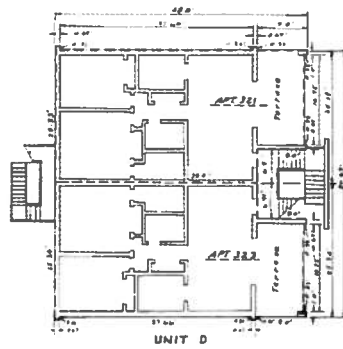
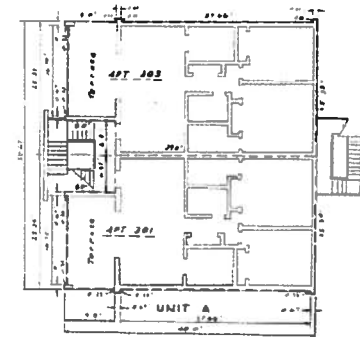
THE PRIVATEER
OF FORT MYERS BEACH, INC., A CONDOMINIUM
SECTIONS 33 & 34, TOWNSHIP 46 SOUTH, RANGE 24 EAST
ESTERO ISLAND
LEE COUNTY, FLORIDA

SCALE: 1"=10' APRIL 1967
SHEET 5 OF 6 SHEETS
DUANE HALL & ASSOCIATES
SUITE 3, VILLAS PLAZA
FORT MYERS, FLORIDA

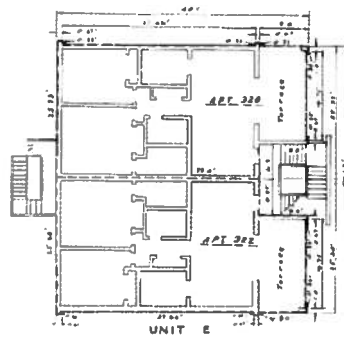
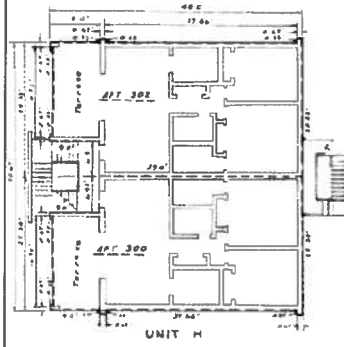


THE PRIVATEER
OF FORT MYERS BEACH, INC., A CONDOMINIUM
SECTIONS 33 & 34, TOWNSHIP 46 SOUTH, RANGE 24 EAST
ESTERO ISLAND
LEE COUNTY, FLORIDA

SCALE 1"=10' APRIL 1967
SHEET 6 OF 6 SHEETS
DUANE HALL & ASSOCIATES
SUITE 3 VILLAS PLAZA
FORT MYERS, FLORIDA



THIRD FLOOR



These "Juryman Plans" may be supported by a final survey of persons referred to as witnesses in the original Declaration of Affairs and of contacts on the findings known as the ALBERTA and findings during hearings on persons as above described.

[illegible]

Scale Pa 30

Only experimental cases as set forth above are controlled by the preliminary plan. Other cases are shown for reference only. The discussion should be on the basis of the experimental cases and not on the basis of legal precedents which may or may not be controlling.

THIRD FLOOR APARTMENT - 1000 Broadway Entrance 30 50
5000 Broadway Entrance 35 15

David Hill
Department of the Interior
Bureau of Land Management
State of Florida

ENABLING DECLARATION

OF
COVENANTS, RESTRICTIONS, LIMITATIONS,
CONDITIONS AND USES CREATING AND
ESTABLISHING A PLAN

for

THE PRIVATEER OF FORT MYERS BEACH, INC.,
A CONDOMINIUM.

ENABLING DECLARATION

Dated June 5th, 1967
Filed June 15, 1967

O. R. Book 414, page 32
Clerk's File #439049

THIS DECLARATION, made on the date hereinafter set forth by AARON W. JOHNSON, INC., hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT, a Florida corporation, owns certain real property herein described; and

WHEREAS, DECLARANT has improved or will improve said property by constructing thereon six (6) multi-family structures, known as THE PRIVATEER OF FORT MYERS BEACH, INC., said structures having been or to be constructed basically in accordance with the plans and specifications prepared by NELSON A. FAERBER, A.I.A., Architect, under Job No. 64-115, dated July 1, 1964.

WHEREAS, DECLARANT proposes to establish by this Declaration a plan for the individual ownership of the area or space contained in the "FAMILY UNITS" in said multi-family structures, and the co-ownership by the individual and separate owners thereof, of all the remaining real property which is hereinafter defined and referred to herein as the "common areas and facilities";

NOW, THEREFORE, DECLARANT, a Florida corporation, and fee owner of the following described land situate, lying and being in the County of Lee and State of Florida, to-wit:

A lot or parcel of land lying between Estero Boulevard and the Gulf of Mexico in Sections 33 and 34, Township 46 South, Range 24 East, Estero Island, Lee County, Florida, which lot or parcel is described as follows:

Beginning at a point on the westerly side of Estero Boulevard, said point being 1,140 feet (measured along a line perpendicular to the South line of Block 1, McPHIE PARK, Unit No. 2, according to plat recorded in Plat Book 8 at page 59 of the public records of Lee County, run southeasterly along the southwesterly line of said Estero Boulevard for 202.08 feet; thence run southwesterly parallel with said South line of Block 1 for 490 feet more or less to the waters of the Gulf of Mexico; thence run Northwesterly along said waters to

(O. R. Book 414, page 32, cont'd)

#2

an intersection with a line parallel with and 1140 feet (measured along a line perpendicular to said Block 1) southeasterly of said Block 1, passing through the point of beginning; thence run north-easterly along said parallel line to said southwesterly line of Estero Boulevard and the point of beginning.

hereby make the following Declaration as to the division to which the above described real property and improvements thereon, consisting of six (6) multi-family structures and appurtenances, may be put, hereby specifying that Declaration shall constitute covenants to run with the land and shall be binding upon DECLARANT, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns;

I. DECLARANT, in order to establish a plan of ownership for the above described property and improvements, hereby covenants and agrees that it will and by these presents does hereby divide the said real property in forty-eight (48) separately designated, legally described freehold estates, consisting of the areas or spaces contained in and bounded by the vertical projection of the unit boundary lines and the horizontal planes of the floor and ceiling elevation, as described by the attached plot plan prepared by DUANE HALL AND ASSOCIATES,... ..which is made a part hereof and referred to as Exhibit B. Such descriptions reflect the true boundaries of each unit, notwithstanding actual location of the walls, ceilings, and floors. The said spaces being defined are referred to herein as "FAMILY UNITS"; and hereby attaches to each "FAMILY UNIT" an undivided one-forty-eighth (1/48th) interest in an estate consisting of all the real property heretofore described, less and excepting therefrom the "FAMILY UNITS" hereinabove referred to, which estate is hereby defined and referred to herein as the "common areas and facilities", which definition shall include the multi-family structure and the property upon which it is located and specifically includes but is not limited to, the land, roof, main walls, slabs, staircases, halls, guest parking spaces, manager's apartment, community and commercial facilities, pumps, wires, conduits, plumbing and other public utility lines, which shall pass with each unit as an appurtenance thereto.

II. That portion of the "common areas and facilities" consisting of forty-eight (48) parking spaces.....hereinafter referred to as the "restricted common areas and facilities".

III. This Condominium is hereby divided into forty-eight (48) "FAMILY UNITS" designated as follows:

(O. R. Book 414, page 32, cont'd)

#3

A 101, A 103, A 201, A 203, A 301, A 303,
 C 113, C 115, C 117, C 119, C 213, C 215, C 217, C 219
 D 121, D 123, D 221, D 223, D 321, D 323
 E 120, E 122, E 220, E 222, E 320, E 322
 F 112, F 114, F 116, F 118, F 212, F 214, F 216, F 218
 G 104, G 106, G 108, G 110, G 204, G 206, G 208, G 210
 H 100, H 102, H 200, H 202, H 300, H 302

"FAMILY UNITS" shall hereafter be identified, and for purposes of conveyance, described as:

Family Unit No. _____, according to the Condominium Declaration of THE PRIVATEER OF FORT MYERS BEACH, INC., a Condominium, as such Condominium Declaration is recorded in the Public Records of Lee County, Florida, in Official Record Book _____ at page _____.

Each "FAMILY UNIT" shall be assigned one (1) particular parking space for its exclusive use at the time of the first conveyance of said "FAMILY UNIT" by DECLARANT, and thereafter the right to use such parking space shall automatically pass with such "FAMILY UNIT".

IV. The undivided one forty-eight (1/48th) interest in the "common areas and facilities".....

V. THE PRIVATEER OF FORT MYERS BEACH, INC., a non-profit Florida corporation, hereinafter referred to as the "CORPORATION".....

VI. Attached hereto is Plot Plan.....

VII. DECLARANT, a Florida corporation, its successors and assigns, and all future owners of the "FAMILY UNITS" by the acceptance of their deeds, covenant and agree as follows:

A."common areas and facilities".....

B. The "FAMILY UNIT".....

C.perimeter walls, floors and ceilings.....

D.easement for said encroachments and the maintenance thereof.....

E.Certificate of Ownership.....

F. Administration of Condominium.....shall be in accordance with the provisions of this Enabling Declaration and the Declaration of Restrictions and By-Laws of the Corporation, which are made a part hereof and attached as Exhibit C.

(O. R. Book 414, page 32, cont'd)

#4

- G.each owner or occupant.....shall comply with the provisions of this Enabling Declaration.....
- H. Except as to matters contained in the Declaration of Restrictions and by the By-Laws of the Corporation, this Enabling Declaration shall not be revoked or any of the provisions herein amended unless all of the owners of the "FAMILY UNITS".....unanimously agree to such revocation.....
- I. Annual assessments.....
- J. Liability of unpaid assessments.....
- K. Damage or destruction.....
- L.transfer of "FAMILY UNITS".....
- M.termination of the Condominium ownership.....
- N. The owner shall maintain and keep in repair the interior of his own "FAMILY UNIT".....
- O.structural alteration.....
- P. No signs shall be displayed in, or upon any portion of said building by any occupant thereof.
- Q.parking space.....
- R. Any owner of a "FAMILY UNIT" who mortgages his unit shall notify the Corporation.....
- S.casualty insurance.....
- T. The Corporation is, and shall continue to be a non-profit corporation.
- U.joint use of the "common areas and facilities".....
- V.voting percentages.....
- W. Invalidation of any of the covenants.....

(CORPORATE SEAL)

AARON W. JOHNSON, INC., a Florida corporation
Aaron W. Johnson

President

Two witnesses.

James R. Jessell

Secretary-Treasurer

Acknowledged by _____ and _____ as President and Secretary-Treasurer of AARON W. JOHNSON, INC., a Florida corporation, before a Notary Public in the County of Lee, State of Florida, on June 5th, 1967. N. P. SEAL. Commission expires April 21, 1969.

NEXT FOLLOWS:

EXHIBIT A - Assessment and Valuation

NEXT FOLLOWS:

EXHIBIT B - Plats

(O. R. Book 414, page 32, cont'd)

#15.

NEXT FOLLOWS: EXHIBIT C - Declaration Of Restrictions
and By-Laws

NEXT FOLLOWS: CERTIFICATE OF INCORPORATION

NEXT FOLLOWS: CERTIFICATE OF SURVEYOR

(THE ENTIRE ENABLING DECLARATION IS 39 PAGES LONG, WE
ARE THEREFORE MAKING THIS BRIEF REFERENCE, HOWEVER,
A COMPLETE COPY OF THE ENABLING DECLARATION IS AVAILABLE
IN OUR OFFICE)

For Amendment to OP 721/375

64.25

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ENABLING DECLARATION
OF
COVENANTS, RESTRICTIONS, LIMITATIONS, CONDITIONS
AND USES CREATING AND ESTABLISHING A PLAN
for
THE PRIVATEER OF FORT MYERS BEACH, INC.,
A CONDOMINIUM

THIS DECLARATION, made on the date hereinafter set forth by
AARON W. JOHNSON, INC., hereinafter referred to as "DECLARANT",

W I T N E S S E T H:

WHEREAS, DECLARANT, a Florida corporation, owns certain real
property herein described; and,

WHEREAS, DECLARANT has improved or will improve said prop-
erty by constructing thereon six (6) multi-family structures,
known as THE PRIVATEER OF FORT MYERS BEACH, INC., said structures
having been or to be constructed basically in accordance with the
plans and specifications prepared by NELSON A. FAERBER, A.I.A.,
Architect, under Job No. 64-115, dated July 1, 1964.

WHEREAS, DECLARANT proposes to establish by this Declaration
a plan for the individual ownership of the area or space contained
in the "FAMILY UNITS" in said multi-family structures, and the co-
ownership by the individual and separate owners thereof, of all
the remaining real property which is hereinafter defined and
referred to herein as the "common areas and facilities";

NOW, THEREFORE, DECLARANT, a Florida corporation, and fee
owner of the following described land situate, lying and being
in the County of Lee and State of Florida, to-wit:

A lot or parcel of land lying between Estero
Boulevard and the Gulf of Mexico in Sections
33 and 34, Township 46 South, Range 24 East,
Estero Island, Lee County, Florida, which lot or
parcel is described as follows: Beginning at a
point on the westerly side of Estero Boulevard,
said point being 1,140 feet (measured along a
line perpendicular to the South line of Block 1,
McPHIE PARK, Unit No. 2 according to plat re-
corded in Plat Book 8 at page 59 of the public
records of Lee County, run southeasterly along
the southwesterly line of said Estero Boulevard
for 202.08 feet; thence run southwesterly parallel
with said South line of Block 1 for 490 feet more
or less to the waters of the Gulf of Mexico; thence
run northwesterly along said waters to an inter-
section with a line parallel with and 1140 feet
(measured along a line perpendicular to said Block
1) southeasterly of said Block 1, passing through
the point of beginning; thence run northeasterly
along said parallel line to said southwesterly line
of Estero Boulevard and the point of beginning,

ROBERT W. WATSON,
TALLAHASSEE, FLORIDA
ATTORNEY AT LAW
DRAWN BY
FOUR MICH, FLORIDA

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hereby make the following Declaration as to the division to which the above described real property and improvements thereon, consisting of six (6) multi-family structures and appurtenances, may be put, hereby specifying that Declaration shall constitute covenants to run with the land and shall be binding upon DECLARANT, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns;

I. DECLARANT, in order to establish a plan of ownership for the above described property and improvements, hereby covenants and agrees that it will and by these presents does hereby divide the said real property in forty-eight (48) separately designated, legally described freehold estates, consisting of the areas or spaces contained in and bounded by the vertical projection of the unit boundary lines and the horizontal planes of the floor and ceiling elevation, as described by the attached plot plan prepared by DUANE HALL AND ASSOCIATES, Fort Myers, Florida, and certified to by DUANE HALL, Registered Surveyor No. 1415, State of Florida, and Registered Engineer No. 7230, State of Florida, which is made a part hereof and referred to as Exhibit B. Such descriptions reflect the true boundaries of each unit, notwithstanding actual location of the walls, ceilings, and floors. The said spaces being defined are referred to herein as "FAMILY UNITS"; and hereby attaches to each "FAMILY UNIT" an undivided one-forty-eighth (1/48th) interest in an estate consisting of all the real property heretofore described, less and excepting therefrom the "FAMILY UNITS" hereinabove referred to, which estate is hereby defined and referred to herein as the "common areas and facilities", which definition shall include the multi-family structure and the property upon which it is located and specifically includes but is not limited to, the land, roof, main walls, slabs, staircases, halls, guest parking spaces, manager's apartment, community and commercial facilities, pumps, wires, conduits, plumbing and other public utility lines, which shall pass with each unit as an appurtenance thereto.

II. That portion of the "common areas and facilities" consisting of forty-eight (48) parking spaces, all of which are shown and located on survey attached hereto, are collectively defined and hereinafter referred to as the "restricted common areas and facilities".

III. This Condominium is hereby divided into forty-eight (48) "FAMILY UNITS" designated as follows:

A 101, A 103, A 201, A 203, A 301, A 303,
C 113, C 115, C 117, C 119, C 213, C 215, C 217,
C 219
D 121, D 123, D 221, D 223, D 321, D 323
E 120, E 122, E 220, E 222, E 320, E 322
F 112, F 114, F 116, F 118, F 212, F 214,
F 216, F 218
G 104, G 106, G 108, G 110, G 204, G 206, G 208,
G 210
H 100, H 102, H 200, H 202, H 300, H 302

"FAMILY UNITS" shall hereafter be identified, and for purposes of conveyance, described as:

Family Unit No. , according to the Condominium Declaration of THE PRIVATEER OF FORT MYERS BEACH, INC., a Condominium, as such Condominium Declaration

ROBERTA WATSON,
NOTARY PUBLIC
ATTORNEY AT LAW
BRANDER B.
FORT MYERS, FLORIDA

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is recorded in the Public Records of Lee County
Florida, in Official Record Book at page .

Each "FAMILY UNIT" shall be assigned one (1) particular parking space for its exclusive use at the time of the first conveyance of said "FAMILY UNIT" by DECLARANT, and thereafter the right to use such parking space shall automatically pass with such "FAMILY UNIT".

IV. The undivided one forty-eight (1/48th) interest in the "common areas and facilities" hereby established shall pass with respective "FAMILY UNITS" as set forth hereinabove, as an appurtenance thereto.

The respective undivided interest to be conveyed with the respective "FAMILY UNITS" cannot be changed, altered or amended, and the Grantor herein, for itself and its successors and assigns, covenants and agrees that the undivided interest in the "common areas and facilities", and the fee simple title to the respective "FAMILY UNITS" conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered, though the description in the instrument of conveyance or encumbrance may refer to said interest as the "FAMILY UNIT" only.

V. THE PRIVATEER OF FORT MYERS BEACH, INC., a non-profit Florida corporation, hereinafter referred to as the "CORPORATION", shall issue no shares of stock of any kind whatsoever. The owner of each "FAMILY UNIT" shall be issued a certificate of ownership and shall be entitled to one (1) vote at all meetings of the CORPORATION. If ownership is held by more than one (1) person then such ownership collectively shall be entitled to only one (1) vote, which vote may be cast by anyone of such owners as agent for all such owners.

VI. Attached hereto is Plot Plan prepared by DUANE HALL and ASSOCIATES of Fort Myers, Florida, and certified to by DUANE HALL, Registered Land Surveyor No. 1415, State of Florida, and Registered Engineer No. 7250, State of Florida, which is made a part hereof and referred to as Exhibit "B". The designation and numbered parking spaces of the "restricted common areas and facilities", are located and shown on said Plot Plan.

VII. DECLARANT, a Florida corporation, its successors and assigns, and all future owners of the "FAMILY UNITS" by the acceptance of their deeds, covenant and agree as follows:

A. That the "common areas and facilities" shall remain undivided and no owner shall bring any action for partition, so long as the structures in question shall be utilized as a residential, condominium apartment building.

B. The "FAMILY UNIT" herein defined shall be occupied and used by the respective owners, other than DECLARANT, only as a private dwelling for the owner, his family, tenants and social guests, and for no other purpose. DECLARANT shall be permitted to use any "FAMILY UNIT" owned by it as an office, for storage, or for any other unoffensive purpose.

C. The owner of the respective "FAMILY UNIT" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his respective "FAMILY UNIT", nor shall owner be deemed to own pipes, wires, conduits, or other public utility lines running through

ROBERT H. MASON,
TAXES AND FINANCE
ATTORNEY AT LAW
FORT MYERS, FLORIDA

said respective "FAMILY UNIT", which are utilized for, or serve more than one (1) "FAMILY UNIT", which items are by these presents hereby made a part of the "common areas and facilities". Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective "FAMILY UNIT" and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, et cetera.

D. The owners of the respective "FAMILY UNITS" agree that, if any portion of the "common areas and facilities" encroaches upon the "FAMILY UNIT" or if one or more "FAMILY UNIT" encroaches upon another "FAMILY UNIT", a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event any multi-family structure is partially or totally destroyed and then rebuilt, the owners of the "FAMILY UNITS" agree that the encroachments of parts of the "common areas and facilities", or encroachment of one "FAMILY UNIT" upon another "FAMILY UNIT", due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

E. That an owner of a "FAMILY UNIT" shall automatically, upon becoming the owner of a "FAMILY UNIT" or "FAMILY UNITS", be a member of the Corporation, be issued a Certificate of Ownership therein, and remain a member of said Corporation until such time as his "FAMILY UNIT" ownership ceases for any reason, at which time his membership in said Corporation shall automatically cease.

F. That the owners of the "FAMILY UNITS" covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Enabling Declaration and the Declaration of Restrictions and By-Laws of the Corporation, which are made a part hereof and attached as Exhibit C.

G. That each owner or occupant of a "FAMILY UNIT" shall comply with the provisions of this Enabling Declaration, the Declaration of Restrictions and By-Laws, decisions and resolutions of the Corporation as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages, or for injunctive relief.

H. Except as to matters contained in the Declaration of Restrictions and the By-Laws of the Corporation, this Enabling Declaration shall not be revoked or any of the provisions herein amended unless all of the owners of the "FAMILY UNITS" and all of the mortgagees holding mortgages covering the "FAMILY UNITS" unanimously agree to such revocation or amendment by duly recorded instrument. The Declaration of Restrictions and By-Laws of the Corporation may be amended as set forth in Article X of the Declaration of Restrictions and By-Laws.

I. The owner of each "FAMILY UNIT" shall pay annual assessments to provide any insurance, maintenance, taxes, care, upkeep, utilities and all other necessary expenditures, as determined by the Condominium pursuant to the Declaration of Restrictions and By-Laws. Said payments shall be, in advance, on the first day of every calendar month. The common expenses shall be shared and the common surplus shall be owned in the proportions designated and assigned to the respective "FAMILY UNITS" in accordance with the Schedule of Family Unit Values For the Purpose Of Assessment And Valuations, which is made a part hereof and attached as Exhibit A.

ROBERT W. WATSON,
TAYLOR AND FRISBY
ATTORNEYS AT LAW
MEMPHIS, TENNESSEE

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1. The corporation is hereby given a lien against each "FAMILY UNIT" securing payment or payments required in the preceding paragraph, provided, however, that such liens shall be effective only upon recordation in the office of the Clerk of the Circuit Court in and for Lee County, Florida.

2. No owner of a "FAMILY UNIT" may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the "common areas and facilities", or by the abandonment of his "FAMILY UNIT".

J. In a voluntary conveyance of a "FAMILY UNIT", the grantees of the said unit shall be jointly and severally liable with the grantor for any unpaid assessments of the Corporation against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors of the Corporation setting forth the amount of the unpaid assessments against the grantor due the Corporation, and such grantee shall not be liable for, nor shall the "FAMILY UNIT" conveyed be subject to a lien for any unpaid assessments made by the Corporation against the grantor in excess of the amount therein set forth.

K. If any part or all of a building shall be damaged or destroyed, the Corporation shall, within ninety (90) days after such damage or destruction, determine:

1. To repair, reconstruct or rebuild in accordance with the By-Laws, or
2. Terminate the Condominium ownership in accordance with the provisions of Section 711.16, Florida Statutes.

If neither determination is made within the said ninety (90) day period, the building shall be promptly repaired, reconstructed or rebuilt.

L. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the "FAMILY UNITS", the transfer of "FAMILY UNITS" by any owner other than the DECLARANT shall be subject to the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land, which provisions each apartment owner covenants to observe:

1. Transfers subject to approval.

- a. Sale. No apartment owner may dispose of a "FAMILY UNIT" or any interest in a "FAMILY UNIT" by sale without approval of the Corporation except to a "FAMILY UNIT" owner.
- b. Lease. No "FAMILY UNIT" owner may dispose of a "FAMILY UNIT" or any interest in a "FAMILY UNIT" by lease without approval of the Corporation except to a "FAMILY UNIT" owner.

2. Approval by Corporation. The approval of the Corporation that is required for the transfer or ownership

ROBERTA. WATSON,
TAYLOR AND PERRY,
ATTORNEYS AT LAW
TAMPA, FLORIDA

§ 414-37

of "FAMILY UNITS" shall be obtained in the following manner:

a. Notice to Corporation.

- (1) Sale. A "FAMILY UNIT" owner intending to make a bona fide sale of his "FAMILY UNIT" or any interest in it shall give to the Corporation notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Corporation may reasonably require. Such notice at the "FAMILY UNIT" owner's option may include a demand by the "FAMILY UNIT" owner that the Corporation furnish a purchaser of the "FAMILY UNIT" if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell, which shall set forth the sales price.
- (2) Lease. A "FAMILY UNIT" owner intending to make a bona fide lease of his "FAMILY UNIT" or any interest in it shall give to the Corporation notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Corporation may reasonably require and an executed copy of the proposed lease.
- (3) Failure to give notice. If the above-required notice to the Corporation is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a "FAMILY UNIT", the Corporation at its election and without notice may approve or disapprove the transaction or ownership. If the Corporation disapproves the transaction or ownership, the Corporation shall proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of approval.

- (1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Corporation must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Corporation.
- (2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Corporation must either

ROBERTS, WATSON,
TAYLOR AND FROST
ATTORNEYS AT LAW
TAMPA, FLORIDA

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approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Corporation which, shall be delivered to the lessee.

3. Disapproval by Corporation. If the Corporation shall disapprove a transfer or ownership of a "FAMILY UNIT", the matter shall be disposed of in the following manner:

- a. Sale. If the proposed transaction is a sale and if the notice of sale given by the "FAMILY UNIT" owner shall so demand, then within thirty (30) days after receipt of such notice and information the Corporation shall deliver or mail by registered mail to the "FAMILY UNIT" owner an agreement to purchase the "FAMILY UNIT" by a purchaser approved by the Corporation who will purchase and to whom the "FAMILY UNIT" owner must sell the "FAMILY UNIT" upon the following terms:
 - (1) The price to be paid shall be that stated in the disapproved proposed contract to sell, referred to in paragraph L, 2, a, (1).
 - (2) The purchase price shall be paid in cash.
 - (3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase by the Corporation.
- b. If the Corporation shall fail to provide a purchaser upon the demand of the "FAMILY UNIT" owner in the manner provided, or if a purchaser furnished by the Corporation shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Corporation shall furnish a certificate of approval as elsewhere provided.
- c. Lease. If the proposed transaction is a lease, the "FAMILY UNIT" owner shall be advised of the disapproval in writing, and the lease shall not be made.

4. Exceptions. The foregoing provisions of this Section L shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the "FAMILY UNIT" concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires

ROBERT W. WATSON,
TAYLOR AND FRISBY
ATTORNEYS AT LAW
DAWSON
FORT MYERS, FLORIDA

614-33

the title to a "FAMILY UNIT" at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

5. Unauthorized transactions. Any sale or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Corporation.

M. Upon a termination of the Condominium ownership, the property and all interests thereof shall be owned in common by the apartment owners in the same proportions as shown in Exhibit A, attached hereto.

N. The owner shall maintain and keep in repair the interior of his own "FAMILY UNIT", including the fixtures thereof.

O. The owner shall not, without the written consent of the Corporation make any structural alteration in the building or in the water, gas, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building.

P. No signs shall be displayed in, or upon any portion of said building by any occupant thereof.

Q. The parking space assigned to each "FAMILY UNIT" shall be maintained by the respective "FAMILY UNIT" owner, pursuant to rules and regulations to be established by the Board of Directors.

R. Any owner of a "FAMILY UNIT" who mortgages his unit shall notify the Corporation, providing the name and address of his mortgagee, and the Corporation shall maintain such information in a book entitled "Mortgages of Units". The Corporation shall, at the request of the mortgagee of the unit, report any unpaid assessments due from the owner of such unit. The owner of a "FAMILY UNIT" shall at all times have the right to obtain such conventional mortgages on his "FAMILY UNIT" as he may desire. The encumbrance of said "FAMILY UNIT" by a mortgage insured by an agency of the Federal Government under the Federal Housing Act, and/or the Veterans Administration, is, however, expressly prohibited.

S. The Corporation shall at all times maintain casualty insurance protecting the common elements from loss by fire or windstorm, with usual extended coverage; and shall maintain separate coverage by rider or otherwise upon each "FAMILY UNIT", the cost of such coverage on each "FAMILY UNIT" to be borne by its owner and same to constitute a separate contract of insurance between the insurer and the apartment owner. All such insurance shall be for full insurable value as may be determined from year to year. In the event of a loss insurance proceeds shall be paid to the order of the Condominium for the portion of such loss affecting the "common areas and facilities", and to the order of the owner of an individual "FAMILY UNIT", and/or the holder or holders of mortgages upon same, to the extent that such loss affects the said unit, provided that if the damage is repaired such insurance shall first be used to pay for such repairs.

T. The Corporation is, and shall continue to be a non-profit corporation.

ROBERT W. WATSON,
TAYLOR and FRANK
ATTORNEYS AT LAW
DRAFTER
1471 N.W. 10th, MIAMI, FLORIDA

U. Declarant, its successors and assigns, and all future owners of the "FAMILY UNITS", by the acceptance of their Deeds, mutually covenant and agree that all owners shall have the joint use of the "common areas and facilities", and that a joint and mutual easement to and for that purpose is hereby created.

V. Any and all determinations lawfully made by the Corporation in accordance with the voting percentages established in this Declaration, or in the By-Laws, shall be deemed to be binding on all owners of "FAMILY UNITS", their successors and assigns.

W. Invalidity of any of the covenants, conditions, limitations or provisions of this Enabling Declaration, by Judgment or Court Order, shall in no wise affect any of the remaining part of parts hereof, which are unaffected by said Judgment or Court Order, and the same shall continue in full force and effect.

IN WITNESS WHEREOF, AARON W. JOHNSON, INC., has caused this instrument to be executed by its proper officers and its corporate seal affixed this 27th day of June, 1967.

Witnessed in the presence of:

AARON W. JOHNSON, INC., a Florida corporation

William P. Liberty
James K. Jewell
Secretary-Treasurer

Aaron W. Johnson
President

Attest:

James K. Jewell
Secretary-Treasurer

(SEAL)

STATE OF FLORIDA)
COUNTY OF LEE)

Before me, personally appeared and to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary-Treasurer of the above named AARON W. JOHNSON, INC., a Florida corporation; and severally acknowledged before me that they executed such instrument as such President and Secretary-Treasurer, respectively, of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal this 27th day of June, 1967.

William P. Liberty
Notary Public, State of Florida
at Large

My Commission Expires:

April 31, 1969

(SEAL)

ROBERT WATSON,
TOLSON AND PEARLY
ATTORNEYS AT LAW
DAVIESS &
FORT MYERS, FLORIDA

THE PRIVATEER

CONDOMINIUM APARTMENTS ON THE GULF OF MEXICO THE ULTIMATE IN LUXURY & CONVENIENCE

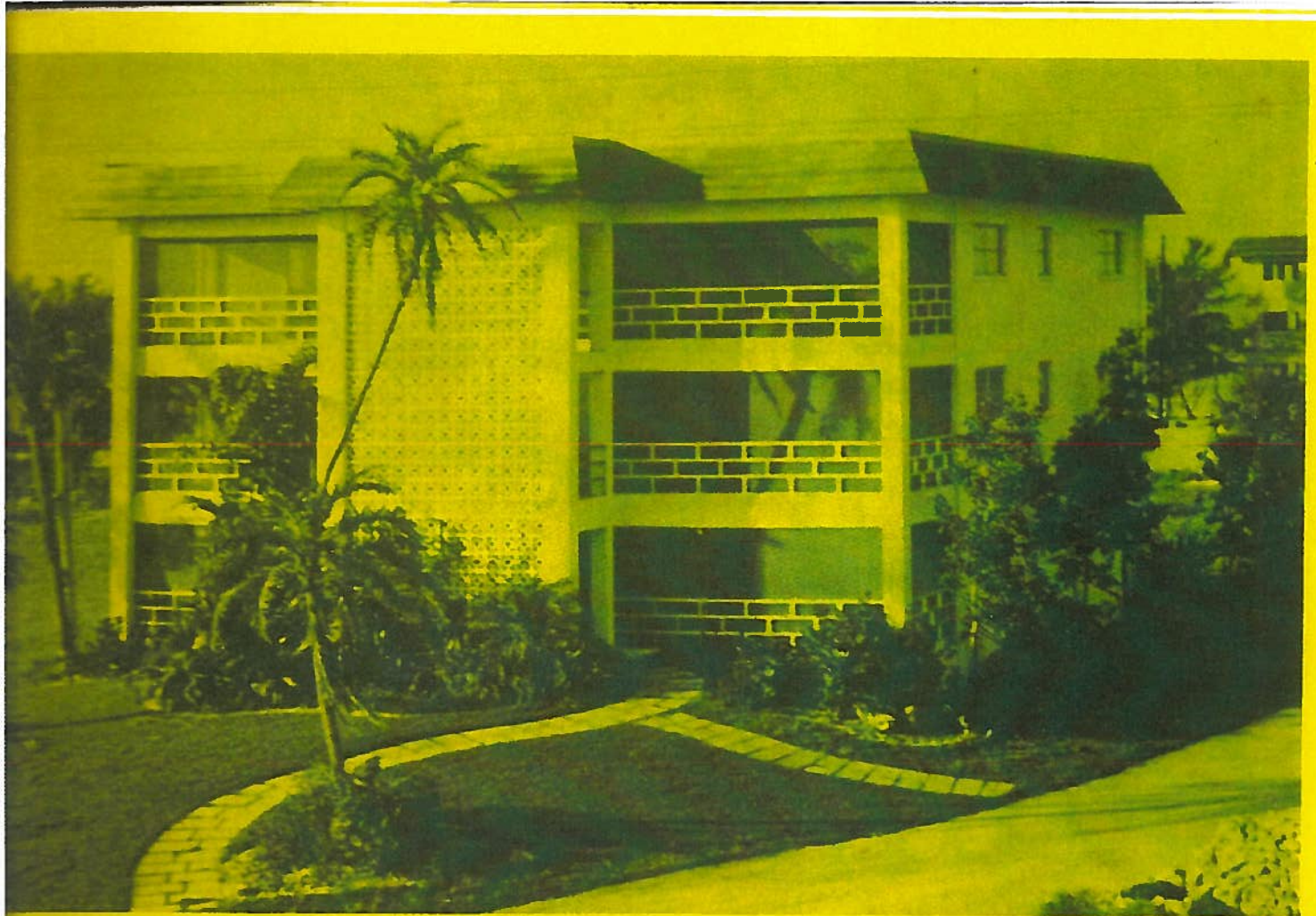
YOU'LL LOVE IT HERE WHERE EVERY DAY IS A SPECIAL ONE
TO ENJOY THE WARM WATERS OF THIS TROPICAL PARADISE

FIRST AND ONLY CONDOMINIUM ON THE BEACH

6500 ESTERO BLVD.

FORT MYERS BEACH, FLORIDA





THE PRIVATEER — On the Gulf

500 Estero Blvd.

Fort Myers Beach, Fla.

* * * * *

ENJOY THE SPECIAL QUALITY OF THESE LUXURIOUS APARTMENTS OVERLOOKING THE BEAUTIFUL WATERS OF THE GULF OF MEXICO. "You'll Love It."

* * * * *

View of the Gulf. Large private screened porch.
Individual central air conditioning & heating.
Fully equipped kitchen.
Large heated swimming pool & Shuffle Board Court.
Laundry with washers & dryers.
Men's & Ladies toilets & lavatories at poolside.

Master Bedroom, half bath \$750.00 additional.
full bath \$1,000.00 (shower).
Dishwasher, \$200.00 additional & up.
Resident manager . . . \$70.00 per month Maintenance Charge.
Ready for occupancy August 1, 1967

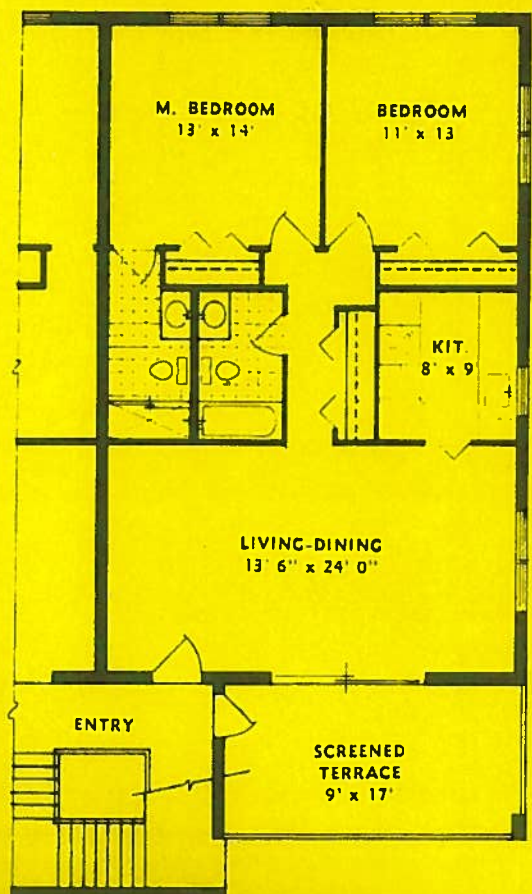
A. W. JOHNSON

500 Estero Blvd.

Phone MOhawk 4-6988 - 4-6320

OR CALL YOUR BROKER

All prices subject to change without notice.



FLOOR PLAN TYPICAL APARTMENT

GULF OF MEXICO

Building "E"

Penthouse \$25,950.00
All Others 23,950.00

Building "F"
All 8 Units
\$19,950.00

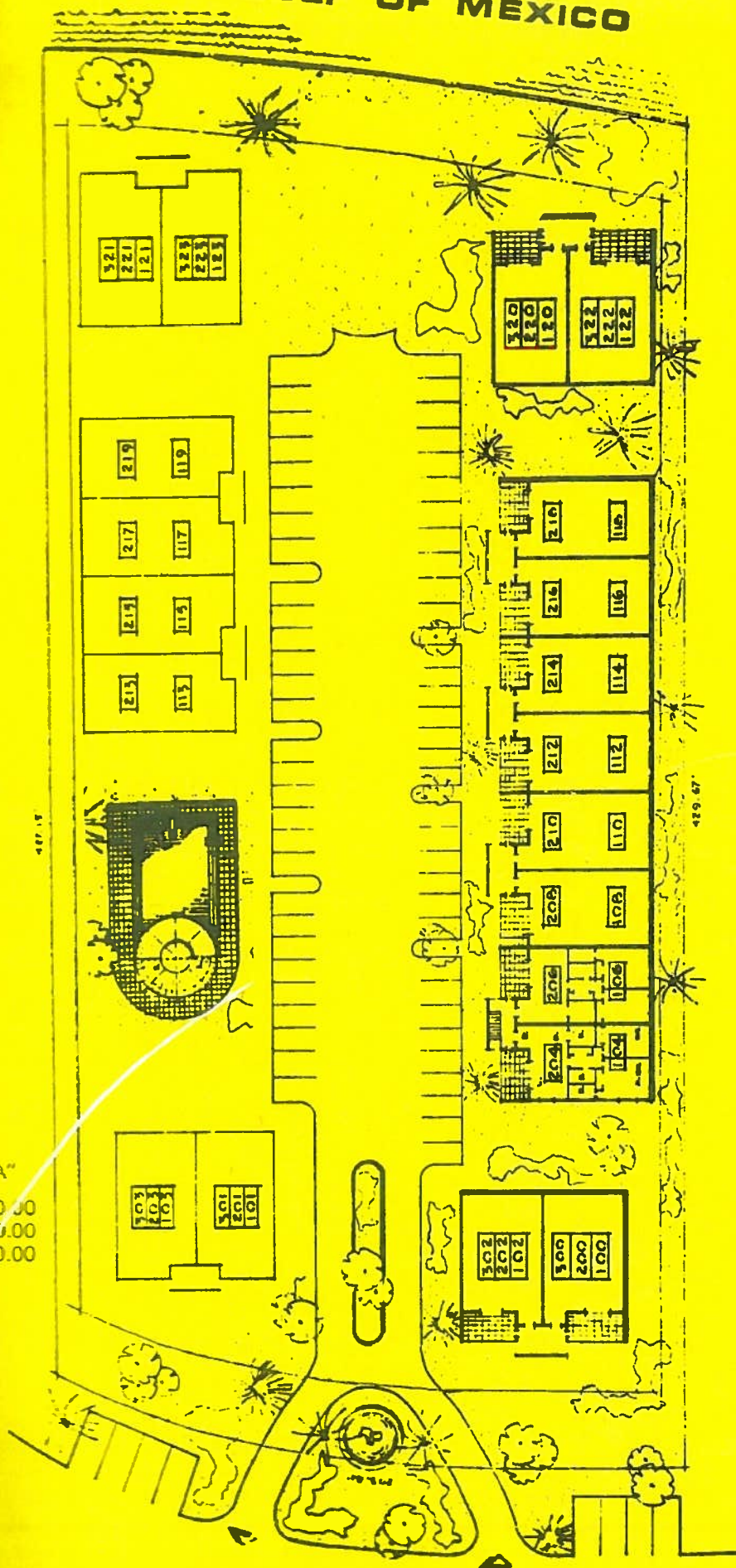
Building "G"
All 8 Units
\$19,950.00

Building "A"

Top \$17,950.00
Middle 16,950.00
Bottom 17,950.00

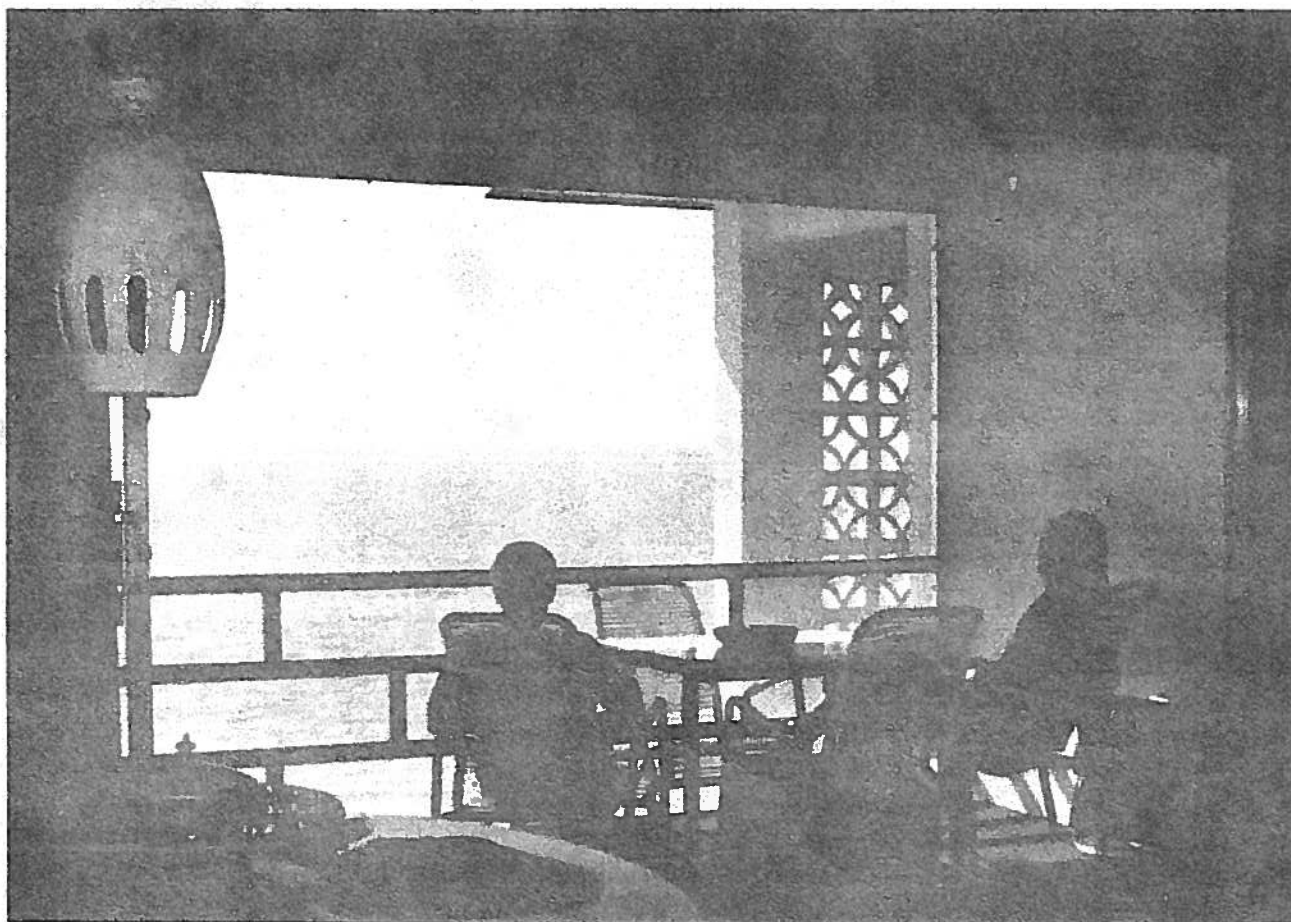
Building "D"
SOLD OUT

Building "C"
All 8 Units
\$19,950.00
Each



DEVELOPMENT SITE PLAN

THE PRIVATEER IS THE PLACE TO BE



THE PRIVATEER

Condominium Apartments on the Gulf
6500 Estero Boulevard . Fort Myers Beach, Florida

First and Only Condominium on the Island
More Than 1,200 Square Feet of Spacious Living

ENJOY THE SPECIAL QUALITY OF THESE LUXURIOUS
APARTMENTS OVERLOOKING THE BEAUTIFUL WATERS
OF THE GULF OF MEXICO

"You'll Love It!"

MAGNIFICENT WHITE, SANDY BEACH

- View of the Gulf. Large, private screened porch
- Private beach
- Individual central air conditioning and heating
- Fully equipped kitchen
- Large heated swimming pool and Shuffleboard Court
- Laundry with washers and dryers
- Men's and Ladies' toilets and lavatories at poolside; Cabana
- Extra large living room
- 2 large bedrooms — 2 baths

Resident manager for pool, yard, shrubbery, etc.
Low maintenance charge — \$31.00 per month
Limited immediate occupancy

AARON W. JOHNSON, Inc., Owner and Developer
384 Estero Boulevard Phone MOhawk 4-6988 — 4-6320
Fort Myers Beach, Florida 33931

ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE

453997

FORM RE-10

Notice of Commencement

STATE OF FLORIDA
COUNTY OF LEEOFF.
REC. 440 PAGE 689

Before me, the undersigned authority, personally appeared

Arthur C. Scott Jr. (Lic. Gen'l Contractor)

who, being first duly sworn, deposes and says that he gives notice as provided in section 84.131, Florida Statutes, of the commencement of improvements to the following real property:

(a) Legal Description: "The Princeton Condominiums"
6500 Leters Blvd.Street Address: Ft. Myers Beach, Florida(b) The general description of the improvement is: 2-3 story bldgs (6 apt. each)
1-2 fl. " (16 apt.)

(c) Name and address of owner and his interest in the site of the improvement are:

R. W. Johnson, 384 Leters Blvd., Ft. Myers, Beach, Fla.
and his interest is: Sole Owner & President

Name and address of fee simple title holder, if other than owner, is:

(Same as above)

(d) Name and address of contractor(s) is/are:

Arthur C. Scott Jr., 14 Cardinal Drive, No. Ft. Myers, Fla.

(e) Name and address of surety on payment bond under Section 84.231, Florida Statutes, is:

none required by owner Amount of Bond \$

(f) Name and address of owner's authorized agent upon whom notices or other documents may be served:

Charles Taylor Att., Ft. Myers Federal Bldg., Ft. Myers, Fla.

(g) Copy of Notice to Owner as provided in Section 84.061 (2) (b), Florida Statutes, is also to be sent to:

Charles Taylor Att.Drewel, X, Ft. Myers, FloridaArthur C. Scott Jr. (Vice-President)

Owner or Authorized Agent

Owner or Authorized Agent

Sworn to and subscribed before me this 28th day of December, 1967My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 3, 1970
BONDED THROUGH FRED W. DIEBELHARTMargaret Hoff
Notary Public, State of Florida at LargeSTATE OF FLORIDA
COUNTY OF LEE

Filed for record this _____ day of _____, 19____. Record in O. R. Book _____ Page _____ and record verified.

D. T. Farabee, Clerk of Circuit Court

By _____ D. C.

STATE OF FLORIDA
COUNTY OF LEE

I, D. T. Farabee, Clerk of the Circuit Court and for said County and State, do hereby certify that the foregoing is a true and correct copy of Notice of Commencement as filed in this office under Clerk's file # _____ and recorded in O. R. Book _____ Page _____ of the Public Records of Lee County, Florida.

WITNESS my hand and official seal this _____ day of _____ A. D. 1967.

D. T. Farabee, Clerk

By _____ D. C.

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
DEC 20 9 52 AM '67
D. T. FARABEE
CLERK OF CIRCUIT COURT
BY Margaret HoffAdditional forms may be obtained from
MOSELEY TITLE & ABSTRACT CO.
1802 Broadway Fort Myers, Florida

NOTICE OF COMMENCEMENT

(PREPARE IN DUPLICATE)

State of Florida
County of Lee

The undersigned hereby informs all concerned that improvements will be made to certain real property, and in accordance with section 84.131 of the Florida Statutes, the following information is stated in this NOTICE OF COMMENCEMENT.

Description of property The Privateer of Fort Myers Beach, Inc. condominium
located in Section 33 & 34, Township 46 South Range 24 East, Fort Myers
Beach, Lee County, Florida.

Address of property 6500 Estero Boulevard, Fort Myers Beach, Florida

General description of improvements Construction of cement slab retaining wall facing
the Gulf

Owner Privateer Condominium Inc. of Fort Myers Beach

Address 6500 Estero Boulevard, Fort Myers Beach, Florida

Owner's interest in site of the improvement

Fee Simple Title holder (if other than owner)

Name

Address

Contractor

Address

Surety (if any)

Address

Name of person within the State of Florida designated by owner upon whom notices or other documents may be served:

Name Paul Moushey, President

Address 6500 Estero Boulevard, Fort Myers Beach, Florida 33931

In addition to himself, owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 84.061 (2) (b), Florida Statutes. (Fill in at Owner's option).

Name

Address

THIS SPACE FOR RECORDER'S USE ONLY

The Privateer of Fort Myers Beach, Inc.

By: Paul Moushey
President Owner

Sworn to and subscribed before me this

15th day of July, 1969

Notary Public

MY COMMISSION EXPIRES JUNE 12, 1971

SUPPLEMENT TO EXHIBIT B Page 1 The PRIVATEER OF FORT MYERS BEACH INC. A CONDOMINIUM (Condominium Plat Book 1 Page 133)

ESTERO ISLAND

LEE COUNTY, FLORIDA

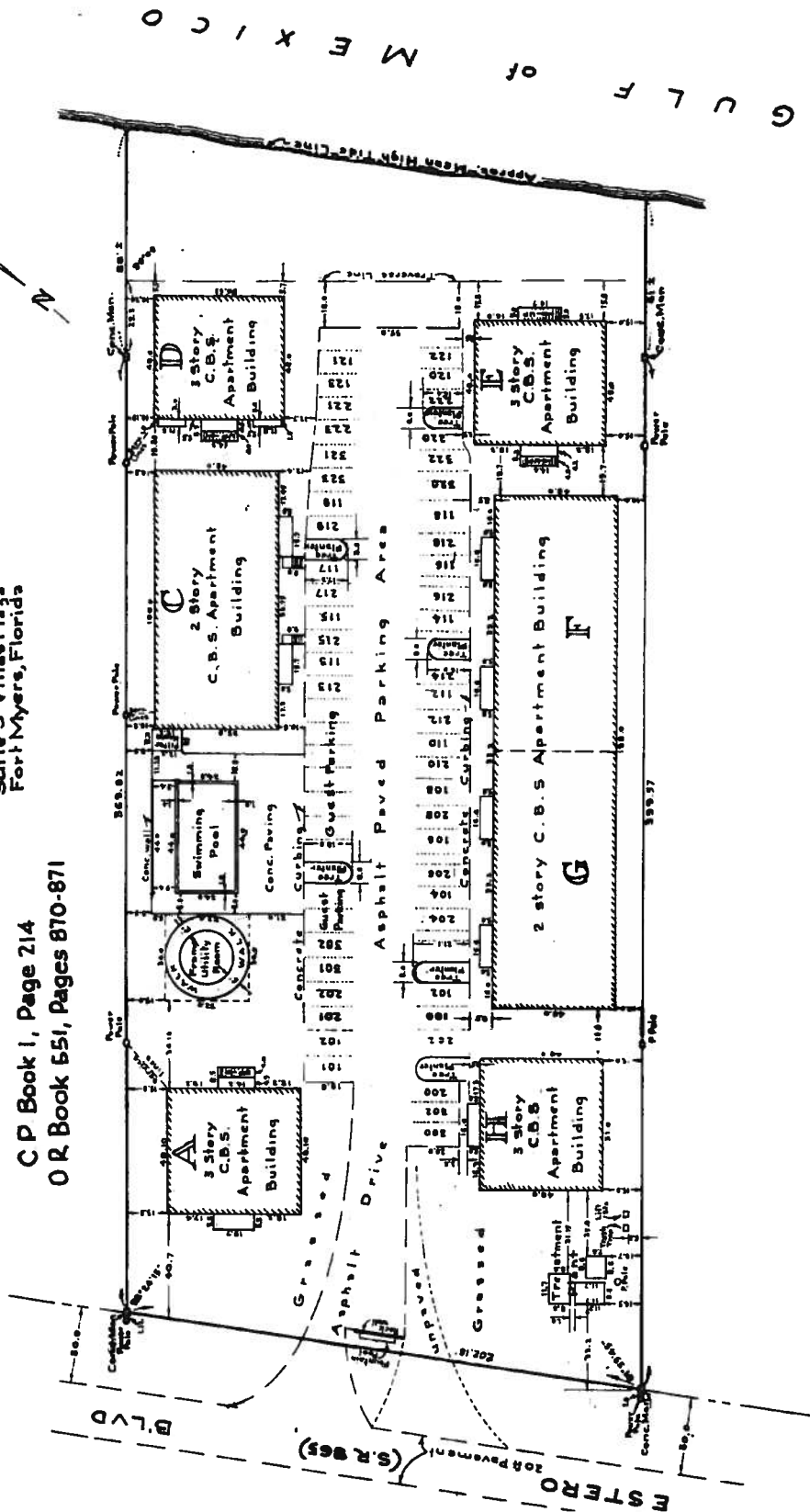
February 1969

Scale: 1 inch = 30 ft.

DUANE HALL & ASSOCIATES
Engineers & Land Surveyors
Suite 3 Villas Plaza
Fort Myers, Florida

C P Book 1, Page 214

O R Book 551, Pages 870-871



CERTIFICATE

I hereby certify that this Supplement is Exhibit B, Page 1, The Privateer Condominium Plat Book 1, page 133, together with the wording of the declaration. It is a correct representation of the improvements described and that there can be no material change from the plan, location, dimensions and size of the common elements and of each unit.

CERTIFIED TO: ARON W. JOHNSON, INC.

Duane Hall

Registered Engineer No. 7350
Registered Surveyor No. 415
State of Florida



RE 300 REG 634

108529

A F F I D A V I T

STATE OF FLORIDA

COUNTY OF LEE

Before me, the undersigned authority, personally appeared
LEONARD SANTINI, to me well known and who, after first being duly
sworn according to law, deposes and says:

"That I was well acquainted with Hugh McPhie during
his lifetime, he being one and the same person as the
grantee in that certain life estate deed dated May 8th,
1942 and recorded in Deed Book 146 at page 242 of the
Public Records of Lee County, Florida. I know of my own
personal knowledge that the said Hugh M. Phie is now
deceased."

(LS) Leonard Santini

Sworn to and subscribed before me
this 27th day of May, 1966.

[Signature]
Notary Public

My Commission Expires: Aug 20, 1966

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
JUN 16 11 53 AM '66
D. L. A. HEE
CLERK, CIRCUIT COURT
BY [Signature] D.C.





